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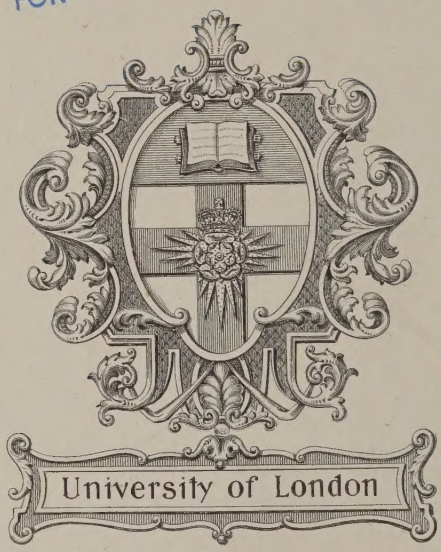

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REPORTS

FROM

COMMITTEES:

SEVEN VOLUMES.

—*(2.)*—

ELECTION PETITIONS BILL;
LISBURN ELECTION PETITION (WITHDRAWAL);
LISBURN ELECTION PETITION (MINUTES OF EVIDENCE);
ENTAILED ESTATES FOR RAILWAYS (CHARGING);
EXPIRING LAWS;
FISHERIES (IRELAND) BILL (MINUTES OF PROCEEDINGS);
HOLYHEAD HARBOUR;
KITCHEN AND REFRESHMENT ROOMS; MALT DUTY;
POOR RELIEF; PUBLIC ACCOUNTS;
RAILWAY AND CANAL BILLS.

Session

5 *February*—28 *July* 1863.

VOL. VII.

1863.

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REPORT

FROM THE

SELECT COMMITTEE

ON THE

ELECTION PETITIONS BILL;

WITH THE

PROCEEDINGS OF THE COMMITTEE.

Ordered, by The House of Commons, *to be Printed,*
29 *June* 1863.

Mercurii, 17° *die Junii*, 1863.

Ordered, THAT the Election Petitions Bill be committed to a Select Committee.

Jovis, 18° *die Junii*, 1863.

Committee nominated of—

Mr. Ayrton.
Sir George Grey.
Mr. Massey.
Mr. Edward Pleydell Bouverie.
Lord Henley.
Mr. Monsell.
Mr. Herbert.
Mr. Serjeant Kinglake.
Sir William Heathcote.
Sir William Miles.
Mr. Knightley.
Mr. Adderley.
Mr. Walpole.
Mr. Hunt.
Mr. Serjeant Pigott.

Ordered, THAT the Committee have power to send for Persons, Papers, and Records.

Ordered, THAT Five be the Quorum of the Committee.

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REPORT.

THE SELECT COMMITTEE to whom the Election Petitions Bill was referred, have gone through the Bill, and made Amendments thereunto.

June 1863.

PROCEEDINGS OF THE COMMITTEE.

Veneris, 12° *die Junii*, 1863.

MEMBERS PRESENT:

Mr. Hunt.	Mr. Serjeant Pigott.
Mr. Ayrton.	Sir William Heathcote.
Mr. Adderley.	Mr. Knightley.
Sir William Miles.	Lord Henley.

Mr. HUNT called to the Chair.

The Committee deliberated.

[Adjourned to Monday, at Twelve o'clock.

Lunæ, 22° *die Junii*, 1863.

MEMBERS PRESENT:

Mr. HUNT, in the Chair.

Mr. Bouverie.	Mr. Serjeant Kinglake.
Mr. Walpole.	Mr. Monsell.
Lord Henley.	Sir William Miles.
Sir George Grey.	Mr. Knightley.
Sir William Heathcote.	Mr. Massey.
Mr. Adderley.	Mr. Herbert.
Mr. Ayrton.	Mr. Serjeant Pigott.

Preamble of the Bill read, and postponed.

Clause 1 read, and agreed to.

Clause 2 read, and postponed.

Clause 3 read.—Amendment proposed in line 20, to leave out all the words after the word "shall," in order to add the words "from time to time choose Committees to enquire into the withdrawal of Election Petitions, in the manner provided by the Election Petitions Act, 1848, for choosing Committees to try Election Petitions under that Act, at the commencement of each Session, and before the formation of the Chairmen's Panel"—(Mr. *Ayrton*).—Question put, "That the words, *vide infra*, 'at the commencement of each Session, and before the formation of the Chairmen's Panel,' stand part of the Clause."—The Committee divided:

Ayes, 8.	Noes, 5.
Mr. Walpole.	Lord Henley.
Mr. Massey.	Sir G. Grey.
Sir W. Heathcote.	Mr. Ayrton.
Mr. Bouverie.	Mr. Serjeant Kinglake.
Sir W. Miles.	Mr. Monsell.
Mr. Adderley.	
Mr. Knightley.	
Mr. Herbert.	

Amendments made.

Another Amendment proposed, at the end of the Clause, to add the words—"but no Member who has served upon any Election Committee during the Session shall be appointed as a Member of the Election Petitions Withdrawal Committee, if he be unwilling to serve"—(Mr. *Hunt*.)—Question, "That those words be there added"—put, and agreed to.

Another

Another Amendment proposed: At the end of the last Amendment, to add the words "And no Member shall act upon such Committee until he have been sworn at the table of the House by the Clerk, truly and faithfully to perform the duties belonging to a Member of the said Committee, to the best of his judgment and ability, without fear or favour"—(Mr. *Hunt.*)—Question, "That those words be there added"—put, and agreed to.

Clause, as amended, agreed to.

Clause 4 read, and agreed to.

Clause 5 read, amended.—Amendment proposed in line 22, after word "thereupon," to insert the words, "the order for referring such Petition to the General Committee of Elections shall be discharged, and such Petition"—(Mr. *Hunt*).—Question—"That those words be there inserted"—put, and agreed to.—Question, "That the clause, as amended, stand part of the Bill,"—put, and agreed to.

Clause 6 read, and postponed.

MS. Clause A. (Meetings of Election Petitions Withdrawal Committee) brought up, read 1°, 2°, and added to the Bill.

MS. Clause B. (No Member to absent himself), brought up, read 1° and 2°, and added to the Bill.

MS. Clause C. (Proceedings to be taken on report of Member's absence) brought up, read 1° and 2°, and added to the Bill.

Clause 7 read.—Several Amendments made.—Amendment proposed, at the end of the clause to add the words "and every witness who may be examined by such Committee shall be entitled to all the privileges and indemnities which he would have been entitled to if examined on the trial of any Election Petition,"—(Mr. *Ayrton*).—Question, "That those words be there added"—put, and agreed to.

Clause, as amended, agreed to.

MS. Clause D. (Proceedings in case of death, or necessary absence of a Member) brought up, and read 1° and 2°, amended, and added to the Bill.

Postponed Clause 6 considered.—Amendments made.—Amendment proposed, to leave out from the word "Petition," in 31st line, to the end of the clause, in order to add the words, "and it shall be lawful for such Committee, if they think fit, to make a special report with reference to any matters which have come before them in their enquiry"—(Mr. *Adderley*)—instead thereof.—Question, "That the words proposed to be left out stand part of the clause," put, and negatived.—Words added.—Clause, as amended, agreed to.

Clause 8 read.—Question put, "That this clause stand part of the Bill."—The Committee divided:

Ayes, 8.	Noes, 5.
Sir W. Heathcote.	Mr. Walpole.
Mr. Bouverie.	Lord Henley.
Sir W. Miles.	Sir G. Grey.
Mr. Adderley.	Mr. Ayrton.
Mr. Knightley.	Mr. Serjeant Kinglake.
Mr. Monsell.	
Mr. Herbert.	
Mr. Serjeant Pigott.	

Clause 9 read.—Several Amendments made.—Amendment proposed, to leave out from the word "withdrawn," in line 14 to the end of the clause, in order to add the words "but otherwise such Petition shall be referred back by the House to the General Committee of Elections, and shall be treated as an Election Petition received by the House, and referred by the House to the General Committee of Elections, and shall be placed at the bottom of the then list of Election Petitions"—(Mr. *Monsell*)—instead thereof.—Question, "That the words proposed to be left out stand part of the clause," put, and negatived.—Words added.

[Adjourned to Thursday, at Twelve o'clock.

Jovis, 25° die Junii, 1863.

MEMBERS PRESENT:

Mr. HUNT, in the Chair.

Sir W. Miles.	Sir G. Grey.
Lord Henley.	Mr. Adderley.
Mr. Ayrton.	Mr. Knightley.
Mr. Monsell.	Mr. Bouverie.
Mr. Massey.	Mr. Herbert.

Clause 9, as amended, read.—Question put, "That the clause, as amended, stand part of the Bill.—The Committee divided:

Ayes, 6.	Noes, 4.
Sir G. Grey.	Mr. Massey.
Mr. Bouverie.	Lord Henley.
Sir W. Miles.	Mr. Adderley.
Mr. Ayrton.	Mr. Knightley.
Mr. Monsell.	
Mr. Herbert.	

Clause 10 read.—Amendment proposed in line 17, after word "Withdrawal," to insert the words "unless such Committee shall otherwise order and report"—(Mr. *Hunt.*)—Question, "That those words be there inserted," put, and agreed to.

Amendment proposed in line 18, after word "incurred" to insert the words "up to the time of the giving such notice of withdrawal"—(Mr. *Bouverie.*)—Question, "That those words be there inserted," put, and agreed to.

Clause, as amended, agreed to.

Clause 11 read.—Amendment proposed, line 3, after word "Report" to insert the words "that in their opinion reasonable grounds have been shown for the withdrawal of the Petition, or that the costs of such enquiry, or any part thereof, should be paid by some other person, as hereinafter provided"—(Sir *G. Grey.*)—Question put, "That those words be there inserted."—The Committee divided:

Ayes, 7.	Noes, 3.
Mr. Massey.	Lord Henley.
Sir G. Grey.	Mr. Adderley.
Mr. Bouverie.	Mr. Knightley.
Sir W. Miles.	
Mr. Ayrton.	
Mr. Monsell.	
Mr. Herbert.	

Clause, as amended, put, and agreed to.

Clause 12 read.—Amendment proposed in line 34, after the words "concerned in any" to leave out the words "corrupt bargain or compromise relative to," for the purpose of inserting the words "a party to the withdrawal of the Petition where the Committee shall report that reasonable grounds have not been shown for such withdrawal"—(Mr. *Ayrton.*)—Question, "That the words proposed to be left out stand part of the clause"—put, and negatived.—Amendment, by leave, withdrawn.

Another Amendment proposed, to insert the words "negotiation for" instead thereof—(Mr. *Hunt.*)—Question, That the words "negotiation for" be there inserted—put, and agreed to.

Another Amendment proposed in line 36, after word "discretion" to insert the words "unless the Committee shall report that reasonable grounds have been shown for such withdrawal"—(Mr. *Ayrton.*)—Question put, That those words be there inserted.—The Committee divided:

Ayes, 6.	Noes, 4.
Mr. Massey.	Mr. Bouverie.
Lord Henley.	Sir W. Miles.
Sir G. Grey.	Mr. Adderley.
Mr. Ayrton.	Mr. Knightley.
Mr. Monsell.	
Mr. Herbert.	

Clause, as amended, agreed to.

Clause

Clause 13 read.—Amendment proposed, after first word, "If," to insert the words, "in the course of such inquiry it shall be shown to the satisfaction of"—(Mr. *Hunt*).—Question, "That those words be there inserted," put, and agreed to.—Several Amendments made.

Another Amendment proposed in line 7, after word "compromise," to insert the words, "arrangement or understanding, covert, or otherwise"—(Sir *G. Grey*).—Question, "That those words be there inserted," put, and agreed to.

Another Amendment proposed in line 7, after word "petition," to insert the words, "in order to avoid the discovery of bribery or corrupt practices at an election"—(Sir *G. Grey*).—Question, "That those words be there inserted," put, and agreed to.

Another Amendment proposed, at end of last Amendment, to add the words, "or in consideration of the withdrawal of any Petition relating to any other election"—(Mr. *Hunt*).—Question, "That those words be there added," put, and agreed to.

Another Amendment proposed at the end of the last Amendment, "To leave out all the words to the end of clause"—(Mr. *Ayrton*).—Question put, That the words, "the Chairman of such Committee," stand part of the clause.—The Committee divided:

Ayes, 2.	Noes, 6.
Sir W. Miles.	Lord Henley.
Mr. Knightley.	Sir George Grey.
	Mr. Bouverie.
	Mr. Ayrton.
	Mr. Monsell.
	Mr. Herbert.

Remaining words struck out.—Clause, as amended, agreed to.

Clauses 14 and 15 read, and postponed.

Postponed Clause 2 again read, and amended.—Question put, "That the clause, as amended, stand part of the Bill."—The Committee divided:

Ayes, 6.	Noes, 2.
Lord Henley.	Sir G. Grey.
Mr. Bouverie.	Mr. Ayrton.
Sir W. Miles.	
Mr. Adderley.	
Mr. Knightley.	
Mr. Monsell.	

Postponed Clause 14 again read, and agreed to.

Proposed Clause 15 again read.—Question, "That this clause stand part of the Bill," put, and negatived.

MS. Clause F. (Committee reduced to three, to be re-constituted) brought up, read 1° and 2°, and added to the Bill.

MS. Clause G. (Giving false evidence to be perjury) brought up, read 1° and 2°, and added to the Bill.

MS. Clause H. (Second Committee to be appointed in certain cases) brought up, read 1° and 2°, and added to the Bill.

MS. Clause I. (Names to be reported) brought up, read 1° and 2°, and added to the Bill.

Schedule read, amended, and agreed to.

Preamble of the Bill agreed to.

Ordered, To Report the Bill, as amended, to The House.

REPORT

FROM THE

SELECT COMMITTEE

ON THE

ELECTION PETITIONS BILL;

WITH THE

PROCEEDINGS OF THE COMMITTEE.

Ordered, by The House of Commons, *to be Printed*,
29 *June* 1863.

397.

REPORT

FROM THE

GENERAL COMMITTEE OF ELECTIONS

ON THE

WITHDRAWAL OF THE LISBURN ELECTION PETITION;

WITH THE

PROCEEDINGS OF THE COMMITTEE,

AND

MINUTES OF EVIDENCE.

Ordered, by The House of Commons, *to be Printed,*
8 *May* 1863.

Lunæ, 9° die Februarii, 1863.

MEMBERS appointed by Mr. Speaker's Warrant to serve on the General Committee of Elections for 1863:—

Sir Francing Baring.	Sir William Miles.
Mr. Walpole.	Mr. Ker Seymer.
Mr. Herbert.	Mr. Bonham-Carter.

Jovis, 16° *die Aprilis,* 1863.

Ordered, THAT it be referred to the General Committee of Elections to inquire into the circumstances under which the Document withdrawing the Petition complaining of an undue Election and Return for the Borough of Lisburn, was signed by the Petitioners, William John Knox and Moses Bullick; and whether such Document constitutes a withdrawal of such Petition under the Election Petitions Act (1848), and to report their Opinion to the House.

Veneris, 8° *die Maii,* 1863.

Ordered, THAT the Committee have power to report Observations, together with the Minutes of Evidence taken before them, to The House.

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MINUTES OF EVIDENCE - - - - - - - - - p. 1

REPORT.

THE GENERAL COMMITTEE of ELECTIONS to whom it was referred to inquire into the circumstances under which the Document withdrawing the PETITION complaining of an undue Election and Return for the Borough of *Lisburn* was signed by the Petitioners, *William John Knox* and *Moses Bullick*; and whether such Document constitutes a withdrawal of such Petition under the Election Petitions Act, 1848, and to Report their Opinion to the House;——HAVE considered the Matters to them referred, and have agreed to the following REPORT:—

AN Election for the Borough of Lisburn took place on the 21st of February last.

Shortly after that election, communications passed between Mr. Alexander M'Cann, of Lisburn, on the part of certain electors, and Mr. James Hamilton Moore, solicitor, of Dublin, with a view to the prosecution of a Petition against the return of John Dogherty Barbour, Esq., the sitting Member. Q. 544-550.

In pursuance of arrangements then made, Mr. Moore attended a meeting of electors at Lisburn, on the 9th of March, at which meeting a Petition was adopted; certain electors signing a copy of the Petition; and two electors, William John Knox and Moses Bullick, being nominated to sign the Petition for presentation to the House. The said two electors did so sign the Petition. Q. 554 *et seq.* Q. 515.

On the same occasion Mr. Moore explained to the meeting that it would be desirable to have a form of withdrawal in duplicate of the Petition signed by the Petitioners, to be used if the Petition should become no longer necessary by the retirement of Mr. Barbour; or if they should fail in getting evidence to establish their case. Q. 514, 515.

These forms of withdrawal were entrusted to Alexander M'Cann, who, on the next day, obtained the signatures of William Knox and Joseph Bullick, and returned them to Mr. Moore. Q. 503-509 *et seq.*

On the 11th March the Election Petition adopted as above was presented to the House, signed by William John Knox and Moses Bullick.

On the morning of the 24th of March, Alexander M'Cann, who had previously taken an active part in getting up evidence for the Petition, induced the said William John Knox and Moses Bullick to sign the following Document: Q. 32, 33. 668.

"To the Most Honourable the Commoners of the United Kingdom of Great Britain and Ireland, in this present Parliament assembled, and to the Speaker thereof:—

"Whereas we, the undersigned William John Knox and Moses Bullick, both of Lisburn, in the county of Antrim, being two of the electors of the borough of Lisburn, have presented a Petition to your Honourable House against the election and return of John Dogherty Barbour, Esq., M. P., for said borough of Lisburn, praying that the election and return of said John Dogherty Barbour for said borough may be declared null and void, on the grounds of bribery, intimidation, undue influence, &c.:

"Now we, the said William John Knox and Moses Bullick, the Petitioners aforesaid, do hereby give you notice that it is not our intention to prosecute the said Petition, or to proceed further with the same, as against said John Dogherty Barbour, Esq.; and we do hereby withdraw the same accordingly; and request your Honourable House not to take any further steps in the matter of said Petition, but to permit the said John D. Barbour to hold and retain his seat in your Honourable House, as the duly elected Member of Parliament for the said borough of Lisburn.

"Given under our hands, at Lisburn aforesaid, this 24th day of March 1863.

"WILLIAM JOHN KNOX.
"MOSES BULLICK."

"Witness present,
ALEX. M'CANN."

Q. 32, 33. The evidence as to the circumstances under which these signatures were obtained is very contradictory. Knox and Bullick assert, in the most positive terms, that they only signed the paper in consequence of their confidence in M'Cann; that they did not know it contained a withdrawal of the Petition, and that it was never read or explained to them. The evidence of Knox is Q. 688. 706. 707. supported by his wife, who was present during the whole time of the interview between her husband and M'Cann. James Vernon, who says he heard nearly all that passed between Bullick and M'Cann on the same occasion, confirms his statement as to what passed during the time that he was present.

Q. 610. Alexander M'Cann, on the other hand, as strenuously maintains, that he not only fully explained the nature of the document to both, but that William Knox actually read the paper in his own house.

Q. 85, *et seq.* Immediately after parting with M'Cann, Knox and Bullick sought for an interview with Mr. Barbour, senior, father to the sitting Member, through the intervention of Thomas Wilson (assistant clerk to the petty sessions at Lisburn), for Q. 573, *et seq.* the purpose, as they state, of warning Mr. Barbour against M'Cann. Mr. Barbour at first refused to see them, but was subsequently induced to make an appointment with them at a certain place on the road between his own house and Lisburn. Q. 577. Knox did not appear, but Mr. Barbour asserts that Bullick informed him that he and Knox had signed a withdrawal of the Petition; and this evidence is corroborated by Thomas Wilson, who was present during the interview, and who states that he made a memorandum of the conversation immediately after Q. 589. it took place.

Under these circumstances, Your Committee are of opinion that Knox and Bullick were, to some extent, aware of the nature of the document which they had signed.

Q. 611. Alexander M'Cann had, in the meantime, gone to Belfast with the document in his possession.

On the afternoon of the same day (24th March) Moses Bullick and William Knox communicated to Mr. Waring, their solicitor in Lisburn, that they had Q. 405. signed a document for Alexander M'Cann on that morning, and, at Mr. Waring's Q. 46–47. suggestion, they proceeded to Belfast, accompanied by William Segrave, clerk to Mr. Waring, for the purpose, as they state, of seeing or getting possession of the document. The parties met in a public-house; M'Cann refused to read the document in the presence of Segrave, but offered to do so in a room up-stairs. An altercation then took place in an upper room, William Knox and Moses Bullick endeavouring to obtain possession of the paper, Alexander M'Cann refusing to allow it out of his hand. It was either entirely or partially read by M'Cann, but remained in his possession, and he distinctly admits Q. 612–615 *et seq.* having declined to give it up, although he had originally received it from them as their agent.

Q. 54, 55. Bullick, Knox, and Segrave returned to Lisburn the same evening, and the following document, called a disclaimer, on behalf of the Petitioners, was drawn up under the instructions of Mr. Waring, and forwarded to Dublin to Mr. Moore:

"House

" House of Commons.

" Borough of Lisburn Election, 21st February 1863.

" In the Matter of the Petition of William John Knox and Moses Bullick, two of the Electors of the said Borough, against the Return of John Dogherty Barbour, Esq.

" Whereas we, the undersigned electors, presented our Petition against the Return of said John Dogherty Barbour for the reasons in said Petition assigned; and whereas a certain person of the name of Alexander M'Cann, representing himself as a clerk or agent of James Hamilton Moore, our solicitor, upon this day produced a certain document, purporting to be under the 8th section of the Elections Petition Act, 1848, and to be a withdrawal of said Petition under said section, and which, in ignorance of its nature, and placing implicit reliance in said Alexander M'Cann, we signed; and having subsequently apprised our local agent and solicitor, Lucas Waring, of this town, of what we had done, he thereupon sent William Segrave, his clerk, to Belfast, where said Alexander M'Cann went soon after the signing of said document, for said document, in order to see the nature and purport thereof, and which said Alexander M'Cann refused to show to said William Segrave; and when we (who were present at the time of said demand) required the said Alexander M'Cann to show to us said document, in order that we might read and fully comprehend the same, he refused to do so.

" Now we hereby utterly disclaim our knowledge of the contents, nature, or effect of the same, and that if same (when presented to your Honourable House) shall prove to be an abandonment of said Petition by us, that same has been extracted from us through error and ignorance of the contents and effect thereof, and we utterly renounce the same, and any intention whatever on our part to relinquish said Petition; but, on the contrary thereof, intend to prosecute the same pursuant to the recognizance duly entered into and filed in the office of the Clerk of Recognizances of your Honourable House, under the provisions of said recited Act.

" Dated this 24th day of March, in the year of our Lord 1863.

" William John Knox.
" Moses Bullick."

" To the Right Honourable John Evelyn Denison,
Speaker of the House of Commons."

On the 25th of March Mr. Moore forwarded the document to his Parliamentary Agent, Mr. Spofforth, and by him it was lodged with the Speaker's Secretary on the 26th. Q. 567.

On the 26th of March, Alexander M'Cann received from Mr. Moore a letter complaining of his act, informing him that the above disclaimer had been forwarded to the London agents, and concluding with the following words, " I will expect you to hand me the paper on my arrival in Lisburn." Q. 567.

On the 15th of April, M'Cann delivered to the Speaker the following letter, together with the document he had obtained, as before described, on the 24th of March, from William Knox and Moses Bullick, but he gave no notice of such withdrawal in writing under his hand to the sitting Member or his Agent, as required by the 8th section of 11 & 12 Vict. c. 98. Q. 631, 632. 675.

" London, 15 April 1863.

" To the Right Honourable The Speaker of the House of Commons.

" Sir,

" Being the person who caused the Petition to be presented against the Return of John D. Barbour, Esquire, M.P. for the borough of Lisburn, I have now the honour and pleasure of handing to you a withdrawal of the same; and respectfully request that you will be so good as to take such further steps, upon

receipt hereof, as may be necessary, in order that such Petition may be finally withdrawn accordingly.

"I have the honour to be,
"Sir,
"Your most obedient servant,
"ALEX. M'CANN, of Lisburn."

Taking into consideration the admitted facts that William Knox and Moses Bullick, on the 24th of March, a few hours after signing the notice of withdrawal, demanded from Alexander M'Cann the return of that document while it was still in his possession: That on the same day they signed a formal disclaimer of that withdrawal: That on the 26th of March Mr. Moore made a further demand by letter for the surrender of the withdrawal: That M'Cann was informed at the same time, that the disclaimer had been forwarded to the Parliamentary Agents: That such disclaimer was lodged with the Speaker several days previous to the presentation of the notice of withdrawal:—Your Committee are unanimously of opinion that the document withdrawing the Petition complaining of an undue election and return for the Borough of Lisburn, and delivered to the Speaker by Alexander M'Cann, does not constitute a withdrawal of the Petition under the Election Petitions Act (1848).

8 *May* 1863.

PROCEEDINGS OF THE COMMITTEE.

Martis, 21° *die Aprilis*, 1863.

MEMBERS PRESENT:

Mr. HERBERT, in the Chair.

Mr. Bonham-Carter.	Mr. Ker Seymer.
Sir J. Baring.	Sir W. Miles.
Mr. Walpole.	

THE order of reference of the House, was read as follows:—

Ordered, That it be referred to the General Committee of Elections, to inquire into the circumstances under which the Document withdrawing the Petition complaining of an undue election and return for the Borough of Lisburn, was signed by the Petitioners, William John Knox and Moses Bullick, and whether such document constitutes a withdrawal of such Petition under the Election Petitions Act (1848), and to report their opinion to the House:—Power to send for Persons, Papers, and records.

The Committee deliberated.

Ordered, That *William John Knox*, *Marianne Knox*, *Moses Bullick*, *James Vernon*, *Lucas Waring*, *William Segrave*, *J. Hamilton Moore*, and *Alexander M'Cann*, do attend this Committee on Wednesday, the 29th inst., at 11 o'clock.

[Adjourned to Wednesday, the 29th instant, at Eleven o'clock.

Mercurii, 29° *die Aprilis*, 1863.

MEMBERS PRESENT:

Mr. HERBERT, in the Chair.

Mr. Bonham-Carter.	Mr. Ker Seymer.
Sir F. Baring.	Sir W. Miles.
Mr. Walpole.	

THE Committee proceeded with the inquiry into the Lisburn Election Petition withdrawal.

Moses Bullick, *William John Knox*, *William Segrave* and *James Hamilton Moore*, were severally called in, and examined.

In the course of the examination, Mr. M'Cann having, through the Committee, proposed to put some questions to Mr. Moore relative to their respective positions in regard of agency to the Petitioners, and having also proposed to read certain letters from Mr. Moore to himself,

Mr. *Moore* objected to the course proposed to be taken.

The room was cleared.

The Committee deliberated, and the Chairman was instructed to inform the Parties, "That the Committee desire to limit the examination strictly to the matters referred to them,

them, and to those alone; and they think it unnecessary, at least for the present, to go into the question as to the relative positions of Mr. M'Cann and Mr. Moore."

The Parties were called in, and informed accordingly.

The examination of Mr. *Moore* was resumed.

William Barbour, Thomas Wilson, and *Alexander M'Cann,* were severally called in, and examined.

[Adjourned to Wednesday next, at Twelve o'clock.

Mercurii, 6° *die Maii,* 1863.

MEMBERS PRESENT:

Mr. HERBERT, in the Chair.

Mr. Bonham-Carter.	Mr. Walpole.
Sir Francis Baring.	Mr. Ker Seymer.

Mr. *Spofforth,* as Agent for the Petitioner, applied to the Committee for permission to bring before them as witnesses Marianne Knox, wife of William John Knox, and James Vernon.

The Committee called in and examined *Marianne Knox* and *James Vernon.*

Mr. *Wyatt,* on behalf of Mr. Barbour, the sitting Member, applied to the Committee to be permitted to produce some additional witnesses before the Committee; and the Committee having asked Mr. Wyatt whether any of the witnesses to whom he referred were present either at the meetings at Lisburn when the signatures were procured to the withdrawal, or at Belfast when the return of the withdrawal was demanded by the Petitioners, and Mr. Wyatt having replied in the negative:

The room was cleared.

The Committee deliberated.

The Chairman laid before the Committee the following letter from Mr. M'Cann:—

"Parliament-street, Westminster, 6 May 1863.

"To the Chairman of the Lisburn Election Committee.

"Sir,

"Owing to the Committee having separated rather unexpectedly on this day week, I was thereby disappointed in placing before you some other letters from Mr. Moore to me, which I had intended doing previous to the Committee adjourning.

"May I therefore now most respectfully request that you will be so good as to receive the enclosed letters as evidence on my behalf, and which will, I humbly submit, prove to you that Mr. Moore was not employed by any person except myself in the matter of the Petition; that he relied entirely on me getting up a case in support of it; and that he had no clients to whom he could look for payment for his services, but on the contrary, that he relied solely on getting his costs and expenses from the Conservative Club, as his letters, dated respectively the 18th, 21st, and 24th of March, and 4th of April fully prove.

"In his three letters to me of 3d of March, and 3d and 4th of April, Mr. Moore never alluded to the 'withdrawal,' which he well knew I had in my possession from the 24th of March previously.

"I hope and respectfully request that inasmuch as I have acted in this matter without the advice or assistance of any professional gentleman, you will therefore, in justice to me, be pleased to receive the enclosed letters as evidence on my behalf.

"I have, &c.

"*Alex. M'Cann.*"

It was resolved, "That the Committee will not receive any further Evidence."

Parties called in, and informed thereof.

The room was cleared.

The Committee deliberated.

[Adjourned to Friday, at Twelve o'clock.

Veneris, 8° die Maii, 1863.

MEMBERS PRESENT:

Mr. HERBERT, in the Chair.

Sir W. Miles.	Mr. Bonham-Carter.
Sir F. Baring.	Mr. Ker Seymer.
Mr. Walpole.	

The Committee deliberated.

A Draft of Report prepared by the Chairman was read 1°, 2°, amended, and agreed to, as follows:—

"THE GENERAL COMMITTEE of ELECTIONS to whom it was referred to inquire into the circumstances under which the Document withdrawing the PETITION complaining of an undue Election and Return for the Borough of *Lisburn* was signed by the Petitioners, *William John Knox* and *Moses Bullick*; and whether such Document constitutes a withdrawal of such Petition under the Election Petitions Act, 1848, and to Report their Opinion to the House;——HAVE considered the Matters to them referred, and have agreed to the following REPORT:—

"AN Election for the Borough of Lisburn took place on the 21st of February last.

"Shortly after that election, communications passed between Mr. Alexander M'Cann, of Lisburn, on the part of certain electors, and Mr. James Hamilton Moore, solicitor, of Dublin, with a view to the prosecution of a Petition against the return of John Dogherty Barbour, Esq., the sitting Member. Q. 544–550.

"In pursuance of arrangements then made, Mr. Moore attended a meeting of electors at Lisburn, on the 9th of March, at which meeting a Petition was adopted; certain electors signing a copy of the Petition; and two electors, William John Knox and Moses Bullick, being nominated to sign the Petition for presentation to the House. The said two electors did so sign the Petition. Q. 554 *et seq.* Q. 515.

"On the same occasion Mr. Moore explained to the meeting that it would be desirable to have a form of withdrawal in duplicate of the Petition signed by the Petitioners, to be used if the Petition should become no longer necessary by the retirement of Mr. Barbour; or if they should fail in getting evidence to establish their case. Q. 514–515.

"These forms of withdrawal were entrusted to Alexander M'Cann, who, on the next day, obtained the signatures of William Knox and Joseph Bullick, and returned them to Mr. Moore. Q. 503–509 *et seq.*

"On the 11th March the Election Petition adopted as above was presented to the House, signed by William John Knox and Moses Bullick.

"On the morning of the 24th of March, Alexander M'Cann, who had previously taken an active part in getting up evidence for the Petition, induced the said William John Knox and Moses Bullick to sign the following Document: Q. 32, 33. Q. 668.

"'To the Most Honourable the Commoners of the United Kingdom of Great Britain and Ireland, in this present Parliament assembled, and to the Speaker thereof:—

"'Whereas we, the undersigned William John Knox and Moses Bullick, both of Lisburn, in the county of Antrim, being two of the electors of the borough of Lisburn, have presented a Petition to your Honourable House against the election and return of John Dogherty Barbour, Esq., M. P., for said borough of Lisburn, praying that the election and return of said John Dogherty Barbour for said borough may be declared null and void, on the grounds of bribery, intimidation, undue influence, &c.;

"'Now we, the said William John Knox and Moses Bullick, the Petitioners aforesaid, do hereby give you notice that it is not our intention to prosecute the said Petition, or to proceed further with the same, as against said John Dogherty Barbour, Esq.; and we do hereby withdraw the same accordingly; and request your Honourable House not to take any further steps in the matter of said Petition, but to permit the said John D. Barbour to hold and retain his seat in your Honourable House, as the duly elected Member of Parliament for the said borough of Lisburn.

"'Given under our hands, at Lisburn aforesaid, this 24th day of March 1863.

"'WILLIAM JOHN KNOX.
"'MOSES BULLICK.'

"'Witness present,
ALEX. M'CANN.'

"The evidence as to the circumstances under which these signatures were obtained is very contradictory. Knox and Bullick assert, in the most positive terms, that they only signed the paper in consequence of their confidence in M'Cann; that they did not know it contained a withdrawal of the Petition, and that it was never read or explained to them. The evidence of Knox is supported by his wife, who was present during the whole time of the interview between her husband and M'Cann. James Vernon, who says he heard nearly all that passed between Bullick and M'Cann on the same occasion, confirms his statement as to what passed during the time that he was present.

Q. 32–33.

Q. 688, 706–7.

"Alexander M'Cann, on the other hand, as strenuously maintains, that he not only fully explained the nature of the Document to both, but that William Knox actually read the paper in his own house.

Q. 610.

"Immediately after parting with M'Cann, Knox and Bullick sought for an interview with Mr. Barbour, senior, father to the Sitting Member, through the intervention of Thomas Wilson (assistant clerk to the petty sessions at Lisburn), for the purpose, as they state, of warning Mr. Barbour against M'Cann. Mr. Barbour at first refused to see them, but was subsequently induced to make an appointment with them at a certain place on the road between his own house and Lisburn. Knox did not appear, but Mr. Barbour asserts that Bullick informed him that he and Knox had signed a withdrawal of the Petition; and this evidence is corroborated by Thomas Wilson, who was present during the interview, and who states that he made a memorandum of the conversation immediately after it took place.

Q. 85 *et seq.*

Q. 573 *et seq.*

Q. 577.

Q. 589.

"Under these circumstances, Your Committee are of opinion that Knox and Bullick were, to some extent, aware of the nature of the document which they had signed.

"Alexander M'Cann had, in the meantime, gone to Belfast with the document in his possession.

Q. 611.

"On the afternoon of the same day (24th March) Moses Bullick and William Knox communicated to Mr. Waring, their solicitor in Lisburn, that they had signed a document for Alexander M'Cann on that morning, and, at Mr. Waring's suggestion, they proceeded to Belfast, accompanied by William Segrave, clerk to Mr. Waring, for the purpose, as they state, of seeing or getting possession of the document. The parties met in a public-house; M'Cann refused to read the document in the presence of Segrave, but offered to do so in a room up-stairs. An altercation then took place in an upper room, William Knox and Moses Bullick endeavouring to obtain possession of the paper, Alexander M'Cann refusing to allow it out of his hand. It was either entirely or partially read by M'Cann, but remained in his possession, and he distinctly admits having declined to give it up, although he had originally received it from them as their agent.

Q. 46–47. 405.

Q. 612–615 *et seq.*

Q. 54, 55.

"Bullick, Knox, and Segrave returned to Lisburn the same evening, and the following document, called a disclaimer, on behalf of the Petitioners, was drawn up under the instructions of Mr. Waring, and forwarded to Dublin to Mr. Moore:

"'House of Commons.

"'Borough of Lisburn Election, 21st February 1863.

"'In the matter of the Petition of William John Knox and Moses Bullick two of the Electors of the said Borough, against the Return of John Doherty Barbour, Esq.

"'WHEREAS we, the undersigned electors, presented our Petition against the Return of said John Doherty Barbour for the reasons in said Petition assigned; and whereas a certain person of the name of Alexander M'Cann, representing himself as a clerk or agent of James Hamilton Moore, our solicitor, upon this day produced a certain document, purporting to be under the 8th section of the Elections Petition Act 1848, and to be a withdrawal of said Petition under said section, and which, in ignorance of its nature, and placing implicit reliance in said Alexander M'Cann, we signed; and having subsequently apprised our local agent and solicitor Lucas Waring, of this town, of what we had done, he thereupon sent William Segrave, his clerk, to Belfast, where said Alexander M'Cann went soon after the signing of said document, for said document, in order to see the nature and purport thereof, and which said Alexander M'Cann refused to show to said William Segrave; and when we (who were present at the time of said demand) required the said Alexander M'Cann to show to us said document, in order that we might read and fully comprehend the same, he refused to do so.

"'Now we hereby utterly disclaim our knowledge of the contents, nature, or effect of the same, and that if same (when presented to your Honourable House) shall prove to be an abandonment of said Petition by us, that same has been extracted from us through error and ignorance of the contents and effect thereof, and we utterly renounce the same, and any intention whatever on our part to relinquish said Petition; but, on the contrary thereof, intend to prosecute the same pursuant to the recognizance duly entered into and filed

filed in the office of the Clerk of Recognizances of your Honourable House, under the provisions of said recited Act.

"'Dated this 24th day of March, in the year of our Lord 1863.

"'WILLIAM JOHN KNOX.
"'MOSES BULLICK.

"'To the Right Honourable John Evelyn Denison,
Speaker of the House of Commons.'"

"On the 25th of March Mr. Moore forwarded the document to his Parliamentary Agent, Mr. Spofforth, and by him it was lodged with the Speaker's Secretary on the 26th. Q. 567.

"On the 26th of March, Alexander M'Cann received from Mr. Moore a letter complaining of his act, informing him that the above disclaimer had been forwarded to the London agents, and concluding with the following words, 'I will expect you to hand me the paper on my arrival in Lisburn.' Q. 567.

"On the 15th of April, M'Cann delivered to the Speaker the following letter, together with the document he had obtained, as before described, on the 24th of March, from William Knox and Moses Bullick, but he gave no notice of such withdrawal in writing under his hand to the sitting Member or his Agent, as required by the 8th section of 11 & 12 Vict. c. 98. Q. 631, 632, 675.

"'London, 15 April 1863.

"'To the Right Honourable the Speaker of the House of Commons.

"'Sir,

"'Being the person who caused the Petition to be presented against the Return of John D. Barbour, Esquire, M.P. for the borough of Lisburn, I have now the honour and pleasure of handing to you a withdrawal of the same; and respectfully request that you will be so good as to take such further steps, upon receipt hereof, as may be necessary, in order that such Petition may be finally withdrawn accordingly.

"'I have the honour to be,
"'Sir,
"'Your most obedient servant,
"'ALEX. M'CANN, of Lisburn.'

"Taking into consideration the admitted facts that William Knox and Moses Bullick, on the 24th of March, a few hours after signing the notice of withdrawal, demanded from Alexander M'Cann the return of that document while it was still in his possession: That on the same day they signed a formal disclaimer of that withdrawal: That on the 26th of March Mr. Moore made a further demand by letter for the surrender of the withdrawal: That M'Cann was informed at the same time, that the disclaimer had been fowarded to the Parliamentary Agents: That such disclaimer was lodged with the Speaker several days previous to the presentation of the notice of withdrawal:—Your Committee are unanimously of opinion that the document withdrawing the Petition complaining of an undue election and return for the Borough of Lisburn, and delivered to the Speaker by Alexander M'Cann, does not constitute a withdrawal of the Petition under the Election Petitions Act (1848)."

Ordered, To report, together with the Minutes of Evidence.

EXPENSES OF WITNESSES.

NAME of WITNESS.	PROFESSION or CONDITION.	From whence Summoned.	Number of Days Absent from Home under Orders of Committee.	Expenses of Journey to London and Back.	Allowance during Absence from Home.	TOTAL Expenses allowed to Witness.
				£. s. d.	£. s. d.	£. s. d.
James Hamilton Moore	Solicitor - -	Dublin -	3	5 10 -	6 6 -	11 16 -
William John Knox - and Mary Jane, his Wife -	Tradesman - - - - - -	Lisburn -	5	7 - -	7 10 -	14 10 -
Moses Bullick - -	Tradesman - -	Lisburn -	5	3 10 -	3 15 -	7 5 -
William Segrave -	Clerk to Solicitor -	Lisburn -	5	3 10 -	5 5 -	8 15 -
Alexander M'Cann -	- Ditto - -	- -	9	- -	9 9 -	9 9 -
Thomas Wilson - -	Assistant Clerk of Peace.	- -	5	- -	5 5 -	5 5 -
W. Barbour - -	Gentleman - -	Lisburn -	5	3 10 -	5 5 -	8 15 -
James Vernon - -	Tradesman - -	Lisburn -	5	3 10 -	3 15 -	7 5 -
				TOTAL - - - £.		73 - -

LIST OF WITNESSES.

Mercurii, 29° *die Aprilis*, 1863.

Mr. Moses Bullick - - - - - - - - - - - - p. 1
Mr. William John Knox - - - - - - - - - - - - p. 8
Mr. William Segrave - - - - - - - - - - - - p. 13
Mr. James Hamilton Moore - - - - - - - - - - - p. 16
Mr. William Barbour - - - - - - - - - - - - p. 19
Thomas Wilson - - - - - - - - - - - - - p. 20
Mr. Alexander M'Cann - - - - - - - - - - - - p. 21

Mercurii, 6° *die Maii*, 1863.

Mrs. Mary Jane Knox - - - - - - - - - - - - p. 26
Mr. James Vernon - - - - - - - - - - - - - p. 27

MINUTES OF EVIDENCE.

Mercurii, 29° die Aprilis, 1863.

MEMBERS PRESENT:

Mr. Herbert.	Sir Francis Baring.
Sir William Miles.	Mr. Ker Seymer.
Mr. Bonham-Carter.	Mr. Walpole.

THE RIGHT HONOURABLE H. A. HERBERT IN THE CHAIR.

Mr. MOSES BULLICK, called in; and Examined.

Mr. *M. Bullick.* 29 April 1863.

1. *Chairman.*] YOU are an elector of the borough of Lisburn?—I am.

2. Did you sign a petition against the return of Mr. John Dogherty Barbour?—I did.

3. At what time was that?—I think it was about the 9th; I am not altogether sure of the date; I think that was the day on which the petition was signed.

4. Mr. *Walpole.*] The 9th of what month?—The 9th of March.

5. *Chairman.*] Where did you sign that petition?—I signed it in the Committee Room at Mr. Jacob Bannister's at Lisburn.

6. Who is Mr. Bannister?—He is an elector of the borough; he keeps a public-house, or rather an hotel.

7. Was that petition presented to the House?—I understood it was.

8. Mr. *Walpole.*] From whom did you understand that?—From our solicitor, Mr. Moore.

9. *Chairman.*] Did Mr. Moore prepare the petition for you?—Yes, I understood so.

10. Mr. *Walpole.*] You say you understood so; did you understand so from Mr. Moore himself or from anybody else?—It was Mr. Moore that had the petition, and it was I that signed it.

11. *Chairman.*] Did you at any time state it to be your desire to withdraw that petition?—No, never; I never stated it to be my desire to withdraw that petition at all; the only time when anything was said about doing away with the petition was when Mr. Kennedy's clerk came to me on Saturday night, the 21st of March, and asked me to take away my name from the petition; I said I would not take 100 *l.* to do so; he told me not to mention 100 *l.*, but to mention the sum, and the document would be there to withdraw the petition; that was Mr. Kennedy's clerk, the uncle to the present member for Lisburn.

12. What is his name?—Wilson; James Wilson, I think; but he is a clerk to Mr. Kennedy. I said to him also, "I have no animosity towards Mr. Barbour, but I signed that petition on behalf of the Committee; that we were all interested in the matter, and that I had signed it along with the rest." I told him that if the majority of the Committee thought it better to withdraw the petition against Mr. Barbour, I had no objection, but that, rather than allow my name to be mentioned in a disrespectful or low manner like that, I would blow my brains out with a gun. Those were the words I said to him. I said I would not sell the Protestants of Lisburn in such a way as that.

13. Mr. *Bonham-Carter.*] Do I understand you to say that you signed that petition on an arrangement with the Committee?—Yes; and with my own consent.

14. Had you seen the petition before it was brought to your house on that occasion?—No; the petition was read to me distinctly by Mr. Moore, and I signed it.

15. Were you a member of the Committee?—I was in the Committee at the time it was arranged.

16. And you were aware of that arrangement, and signed the petition of your own free will?—I signed it of my own free will, of course.

17. *Chairman.*] Did you sign any other petition after that date?—I had some work doing down at Mr. M'Cann's lodgings; I had some men working there, and in the morning at eight o'clock I saw Mr. M'Cann, and he said he was getting up evidence.

18 When was this?—On the 24th of March.

19. Sir *William Miles.*] Did you see Mr. M'Cann?—I did; I saw him in the house, and he said he had a paper that he required my name to, to help him to gain evidence, and he had laboured, to the best of my opinion, in getting evidence up to unseat Mr. Barbour, and he seemed very warm.

20. *Chairman.*] Tell us exactly what happened.—He said he had not got it ready yet, and I went up

Mr. *M. Bullick.*

29 April 1863.

up to my own house and got my breakfast—that was about a quarter to ten o'clock.

21. Did he induce you to sign any paper?—I signed a paper, but I was not at all aware that it was a paper to withdraw the petition.

22. Mr. *Bonham-Carter.*] He made some statement to you about the paper?—Yes; he said that this paper was to gain evidence to unseat Mr. Barbour, and he also made that statement in my own house.

23. After he had made that statement to you, did you go home?—Yes.

24. And did you return from your own house afterwards?—No; he came up to my house and into my place.

25. That same morning?—That same morning.

26. With the document?—With this paper that he had got my name to.

27. It had not your name to it at that time, had it?—No; he came to my house and presented it to me, and said that it was to gain evidence to unseat Mr. Barbour that he required it.

28. He had mentioned that paper to you the same morning when you went to his house, had he not?—Yes.

29. And then you went away, and he followed you to your house with this paper?—Yes.

30. At what time did he find you there?—About ten o'clock; it was after breakfast. We go to breakfast at nine o'clock in the morning.

31. And when he came to you, what did he say?—That he wanted my name. He said that he was in a hurry to go to Belfast by the train; he said he wanted to go there to gain evidence, and he wanted my name to this paper. He said it was to gain evidence, and I took the paper and wrote my name, and saw Knox's name written above mine in this paper that he had, and that was all I saw. He was in a great hurry to get to Belfast, and wanted to catch some train. He said this was one link more to the chain; he said that he had them now.

32. Sir *Francis Baring.*] Did he read or did you read the paper which you signed?—I never read it, nor did he read it to me, till that night about a quarter to ten o'clock, when we followed him to Belfast. We followed him to Belfast in order to get this document from him, but he would not give it to us; he said he had not got it there. I told him that he had got it, and that he had shown it about in Belfast. I said that he had got it with him, and then he consented to let me see it.

33. When you signed this paper, did you read it, or did he read it to you?—No, never.

34. Mr. *Walpole.*] Was that paper signed by anybody besides yourself?—I saw William John Knox's signature above where I wrote mine.

35. Was the name of William John Knox signed before or after you added your signature?—Before.

36. Was Knox a petitioner against the return of Mr. Barbour?—He was.

37. Sir *William Miles.*] After you had signed the document, did he say anything to you?—His own words were, "Now I will give John Barbour four years' imprisonment."

38. After you had signed the document upon the representation which was made to you, what did he do with the paper?—He folded it up, and put it into his pocket.

39. Did he then say anything to you?—He said that he would give Mr. John Barbour four years' imprisonment.

40. Did he then say anything to you about the withdrawal of the petition?—No, he never said it was for that purpose at all: he never alluded to it.

41. Mr. *Bonham-Carter.*] Did he say what the evidence that he wished to get was?—He did say something about it. He said that he wanted Mr. John Barbour's own hand, I think, and he said something about proving bribery home to himself.

42. *Chairman.*] You went to Belfast for the purpose of withdrawing the signature which you had previously given?—Yes, and also to read the paper, but he would not allow me to do so. There were four of us in the room.

43. Who were the four?—William John Knox, William Dawson or James Dawson—I do not know what his name is—and myself, and he.

44. Mr. *Walpole.*] On what day was this?—The 24th.

45. That was the same day on which you signed the other document, was it not?—Yes.

46. Why did you go to Belfast at all?—We went to see this paper. We had told Mr. Waring about it—that we had not read it.

47. What was the inducement upon your mind to go to Belfast with reference to a paper which you had previously signed?—To get it from Mr. M'Cann.

48. Who told you to get it from him, or what induced you to go there for the purpose of getting it?—Mr. Waring, our solicitor in the town.

49. What did Mr. Waring say to you?—He said that the best thing we could do was to go and see what the paper was; that Mr. M'Cann had no business with any paper with our signatures to it.

50. After you had signed the document you saw Mr. Waring, who was your solicitor?—Yes; it was after we had signed the document that we saw Mr. Waring.

51. Did you tell Mr. Waring what had taken place between you and Mr. M'Cann with reference to the signatures to that document?—Yes; we told him we had signed our names to a paper that Mr. M'Cann had.

52. And then Mr. Waring advised you to go to Belfast for the purpose of trying to get the paper back?—Yes.

53. That was all on the 24th of March?—Yes; but Mr. M'Cann would not give it up when we got there; he begged us to go home, for God's sake; he told us that we might content ourselves; that he would not for a million of money, or a room full of gold, do anything with our names that would disgrace us.

54. What did you do when you found that he would not give it you?—We went home again when we found that we could not get it without using physical force.

55. After that, did anything happen on your part with reference to the document which you had signed?—Yes, we signed another paper to do away with the paper that Mr. M'Cann had.

56. Who put that other paper into your hands?—Mr. Waring.

57. He drew up another paper for you to sign?—Yes, and we signed it, to do away with the paper that Mr. M'Cann had got.

58. On what day was that?—The same evening when we came from Belfast, we went across to him, and Mr. M'Cann was in the Committee-room at the time.

59. What became of the paper which you signed at the instigation of Mr. Waring?—I understood that it came here.

60. What

60. What became of it then; did you keep it, or did Mr. Waring take it away?—Mr. Waring took it, and was to send it off to Mr. Moore to come here to the House of Commons.

61. Sir *William Miles.*] After you had left Mr. M'Cann's residence, whom did you meet next?—No person till I met him in my own house.

62. Did you see Knox that day?—I saw Knox after Mr. M'Cann had got this paper and had gone away.

63. Was Knox the next person that you saw about it?—He was.

64. And you had before that seen Knox's signature attached to the paper?—Yes.

65. Had you and Knox any conversation about it?—We had.

66. And upon that did you go together to the attorney's?—No; we agreed that as we did not want to do anything to harm Mr. Barbour, we would warn him to have nothing to do with Mr. M'Cann.

67. Sir *Francis Baring.*] Did you go on purpose to Mr. Knox?—I did not think anything of it till Mr. Knox came into my house.

68. *Chairman.*] After you had signed this paper in Lisburn, what induced you to think it was a withdrawal of the petition, if you did not know the contents of the paper?—The first thing that induced me to think it was a withdrawal was Mr. M'Cann having said, down the street, that he had the parties under his thumb now, and that he could do just as he liked. He had made some reference to it to Knox, after he had put the paper in his pocket; it was Knox's words that made me believe it was a withdrawal.

69. Mr. *Bonham-Carter.*] Was this the first interview that Knox had with you?—Yes.

70. When you saw Knox, something passed between you and him which led you to believe that you had signed a withdrawal?—Yes, a paper; but Mr. M'Cann said it was to gain evidence.

71. After you had signed the paper, and from your conversation with Knox, did you then begin to understand that you had signed a withdrawal?—No, I understood that Mr. M'Cann had got this paper for the sole purpose of entrapping Mr. Barbour; and Knox and I then agreed that that should not be done, and that we would warn Mr. Barbour to have nothing to do with Mr. M'Cann.

72. When you had your conversation with Knox, he did not appear to be aware more than you were that it was a withdrawal?—He did not; he said he was not. For my own part, I do not know what was in the man's mind; the only thing that caused us to know anything about it was when Mr. M'Cann said that he would give Mr. John Barbour four years in the Tower, or rather four years' imprisonment; and he thought that would please us, but we did not agree to it.

73. Was that said in the presence of both of you?—It was said in the presence of me; I was the only party he said it to.

74. He said that after you had signed the paper?—Yes, after I had signed the paper, and after he had put it in his pocket.

75. When you saw Knox, who called upon you; did he speak to you about the signatures first?—Knox came in and asked me about it; he asked me if I had signed a paper from Mr. M'Cann, and I said I had; and he then told me that Mr. M'Cann wanted to transport Mr. Barbour, that is, not to transport him, but to get him imprisoned for four years. Knox stated that to me; and Mr. M'Cann told me that he intended to give Mr. Barbour four years' imprisonment. We said that we had no animosity against Mr. Barbour, or against any of his family.

76. *Chairman.*] On the 9th of March, when you signed the petition, did you sign any other paper?—No, not on that day.

77. Mr. *Bonham-Carter.*] When did Mr. M'Cann say that he had got all the parties under his thumb?—After he had got this paper.

78. At what time after he had got the paper?—It was in the morning, about two or three hours afterwards, or an hour afterwards, when he went down the street.

79. Sir *William Miles.*] When you went to Mr. Barbour, did you inform him that Alexander M'Cann had been with you that morning, and had got you to sign a document which you understood to be a withdrawal of the petition?—No, I said I had signed a document.

80. But you are quite sure you did not say that you had signed a document which you understood to be a withdrawal of the petition?—No, I went to tell Mr. Barbour.

81. You are sure that Mr. M'Cann never told you, after you had signed the document, that it was a withdrawal of the petition?—Mr. M'Cann never told me that it was a withdrawal of the petition.

82. Sir *Francis Baring.*] Have you seen a paper which has been put into our hands, which purports to contain a statement of your evidence?—No; the first time I ever saw a statement of its being a withdrawal of the petition was in the newspaper.

83. Have you ever seen this paper which I have now in my hand?—No, I see my own name there.

84. But you have not seen this paper before?—No.

85. Sir *William Miles.*] Did you ever state to anybody that you had had an interview with Mr. Barbour, when you informed him that Alexander M'Cann had been with you that morning and got you to sign a document which you understood to be a withdrawal of the petition?—No; I went to Mr. Barbour solely to warn him to keep out of Mr. M'Cann's way.

86. Before you went to Mr. Waring, you went to Mr. Barbour?—I did.

87. You and Mr. Knox went to Mr. Barbour?—No; Mr. Knox did not go with me at all.

88. Did you make no statement of the kind that I have read to you?—I made a statement that I came there to warn Mr. Barbour to have nothing to do with Mr. M'Cann, for that he had said he intended to give Mr. Barbour four years' imprisonment. Knowing the traps that were sometimes set, I thought that Mr. M'Cann might perhaps lead him on to give him some writing, and that he would then turn round upon him; and I went to Mr. Barbour, having no animosity to him or his family, for the sole purpose of warning him not to have anything to do with Mr. M'Cann.

89. Do you know nothing at all of this paper which has been sent to us?—No.

90. To whom have you made any statement in this country; what agent saw you?—I did not see any agent in England.

91. To whom did you make any statement from which the paper before us may have been drawn up?—I made a statement to a man in Belfast, or in Lisburn—an attorney there.

92. What was his name?—McLean.

93. Is he in England?—Not to my knowledge.

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94. Mr. *Bonham-Carter.*] Have you made no other statement which could be taken down in writing, except the statement which you made to Mr. McLean?—No.

95. My question is: Since you made that statement to Mr. McLean in Lisburn, which I understand you to say was taken down in writing, have you made any other statement which you are aware was taken down in writing at the time?—Not to my knowledge. I gave Mr. McLean the whole details, but not anybody else.

96. And did he take down that statement from the words which you had spoken, or did he take notes?—He did take it down, I think, as I spoke it to him.

97. Word for word, as far as you know?—Yes, as far as I know.

98. Did you see that statement?—I did.

99. And is that statement correct?—I did not read the whole of the statement over, but he read it to me.

100. And did you sign it?—No.

101. Sir *Francis Baring.*] Did you object to it?—No; it was read over to me, and I quite agreed with what was in it.

102. Mr. *Walpole.*] Look at this paper (*handing a document to the witness*). Is that your signature?—It is.

103. And is that the first document you have alluded to?—Yes.

104. And is this also your signature? (*handing another document to the witness*).—Yes, that is mine.

105. The date is the 24th of March?—Yes.

(*The following questions were put by the Chairman at the request of Mr. M'Cann.*)

106. Did Mr. M'Cann, on the morning that you signed the paper as to which you have been giving evidence, state to you, in his own parlour, that he wished you to sign a document withdrawing the petition?—No; and I was not in his parlour that morning. It was out in the lobby that he said he wanted my signature.

107. Did he say that?—He said he wanted me to sign a paper for him, I not knowing what it was; and I went home to my breakfast, and then he brought it up to me.

108. At an interview which you had with him an hour and a-half after the first interview at Mr. M'Cann's house, did he explain to you that he wished to read over the paper; and did you answer him that he had already explained the nature of the document to you, and that it was not necessary?—No, I never said such a word to him, and he never said such a word to me.

109. When you met Mr. M'Cann in Belfast, when you and Knox went there, about seven o'clock in the evening, did Mr. M'Cann ask you to go upstairs in the drawing-room, and tell you that if you would do so he would read the paper to you at once? Is that true or not?—He did. He owned himself that he never read it, and I went there to get it from him.

110. Did you go upstairs with Mr. M'Cann on that occasion, with Mr. Knox and James Dawson, and did Mr. M'Cann read to you the withdrawal?—He did; but I prayed him to allow me to read it for myself. I do not know whether it was a withdrawal or not. He produced a paper, and he shifted about as if he thought I wanted to take the paper from him by physical force. He would not allow me to see it. I did not attempt to use physical force to get it, for I knew he carried loaded pistols about him when he went about Lisburn.

111. Did you see any loaded pistols?—I did not see any loaded pistols, but I have seen him with pistols.

112. Did Mr. M'Cann read to you the document on that occasion in the drawing-room, without the slightest hesitation?—He did, but he would not allow me to read it myself. I do not know whether it was the one that my signature was to or not; he would not let me come near him.

113. Was that document which he had the withdrawal of the petition?—To the best of my belief it was. For my own part I did not know what was legal or illegal; but it sounded to me as if it was about withdrawing the petition. When we found we could not get the paper from him, we went home, and another paper was framed, and we signed our names to it, to do away with the one that Mr. M'Cann had.

114. Did you state to anyone, before you left Lisburn, that you had signed a withdrawal of the petition, and that you would go down to Belfast for the purpose of getting it from Mr. M'Cann?—I could not say that, for I never knew that it was a withdrawal. I knew that he had a paper which we had signed, as I have told you before, and Mr. Waring said that it might, perhaps, be a withdrawal. He said he thought it very likely that Mr. M'Cann was going to play some trick, and he advised us to go to Belfast after him, and try to get the paper away from him.

115. Had you any conversation with Mr. Barbour previous to going to Mr. M'Cann that evening at Belfast?—I had.

116. What was the purport of that conversation?—When Mr. Knox and I considered the thing over, we thought it was better to warn Mr. Barbour against Mr. M'Cann. We had no animosity towards Mr. Barbour or his family. I saw Mr. Wilson, Mr. Kennedy's clerk, and I said to him, "M'Cann has got a paper, and he is going to try to imprison Mr. Barbour." I said, "That would be ten times worse than the petition; and I am sure we have no animosity towards Mr. Barbour, and I should like to warn Mr. Barbour to have nothing to do with Mr. M'Cann." I afterwards saw Mr. Barbour, and told him that Mr. M'Cann had a document, and wanted to get his son imprisoned, and that Mr. M'Cann wanted to get Mr. Barbour's own handwriting. I said I understood that he had got the paper for that purpose. I saw Mr. Barbour on the Belfast road, and I told him that M'Cann had told me to sign a document that morning, and that the purpose of it was to transport his son; and I said, "For goodness' sake, have nothing to do with him!" Those were the words I used. Mr. Barbour could not properly understand me at first, and he asked me over again about it. I said, perhaps it might be a withdrawal of the petition, and that perhaps Mr. M'Cann wanted to get Mr. Barbour's handwriting. Mr. Barbour said, "Shall I telegraph to my son that the petition is withdrawn?" I said, "Not at all; you misunderstand me: the petition is not withdrawn, and I never intended that it should be withdrawn;" but I said that Mr. M'Cann wanted to catch him with this paper, and to give his son four years' imprisonment. Those were the words I said.

117. Did you tell Mr. Barbour, senior, on that occasion, that if the document was not got from Mr. M'Cann which you had signed and acknowledged

ledged as a withdrawal, you would sign another withdrawal for Mr. Barbour?—No, I did not. I said, if the petition was to be withdrawn, let it be withdrawn in a straightforward manner; and I said that if the committee agreed to it, it would clear our character; but I said it would injure our characters very much in the place if we were to withdraw the petition in such a footy way as that. I said that if the committee would agree to withdraw the petition in a legal, straightforward, and manly way, I was agreeable, but that I would not do it myself; for I considered it a piece of rascality to withdraw a thing in a smuggled manner like that, and that the consequence would be to get myself and my family disgraced for life; and that is what Mr. M'Cann has done with us.

118. Did you, on that occasion, express to Mr. Barbour that you were delighted or were pleased at the prospect of the petition being withdrawn and of the matter coming to an end?—No; I utterly deny that.

119. Did you ever sign any other withdrawal, except that one for Mr. M'Cann?—I never read the paper; but the morning after the petition was signed Mr. M'Cann came to me and represented that Mr. Moore, at Dublin, had sent him down to get this paper signed, and then he brought me to Knox's house, and there I signed the paper. Mr. M'Cann said that it was requisite, and that Mr. Moore wanted the paper, but that paper was never read over by me.

120. What was that paper?—It was just something the same as the other, but Mr. M'Cann, being such a warm friend, we never at all doubted him, and that is the truth.

121. Did you not read over that document, and did you not know, previous to your signing it in Mr. Knox's house, that it was a withdrawal of the petition, and did not Mr. M'Cann say so?—On my word, I never read a document I ever signed for Mr. M'Cann. Knox signed the document first, and I took it for granted that everything was all right, we being among our own friends. If it had been brought by Mr. Barbour's party we should have been aware; but Mr. M'Cann, being in our own camp, we never suspected him of working any rascality. Of course, this is ruinous to our characters; and Mr. M'Cann ought to consider that.

122. Do you mean to tell the committee that you never signed any withdrawal except this later one?—I do not mean to say that; we signed a paper at Knox's for Mr. M'Cann.

123. Mr. *Walpole.*] What Mr. M'Cann wants to know is, whether you signed any other paper purporting to be a withdrawal of the petition. Did you or did you not?—Never; and I never had the slightest idea of withdrawing the petition.

124. *Chairman.*] Was it never told by Mr. M'Cann to you, expressly on that occasion, that both documents were withdrawals of the petition which you and Mr. Knox had signed in Mr. M'Cann's presence?—Mr. M'Cann told me that it was a document for Mr. Moore, of Dublin, and he carried it down and brought it to me at Mr. Knox's house, and I signed it.

125. You are still speaking of the document which you signed the day after you signed the petition?—Yes, that is the document that Mr. M'Cann is referring to.

126. If you did not read it, did not Mr. M'Cann tell you the contents of it, and did he not state that it was a withdrawal of the petition?—He did not.

127. Did you sign one or two documents on that occasion at first?—There were two papers that Mr. M'Cann brought that morning; whether they were brought connected together or not I do not know, but he threw them down on to the desk and made some gestures, and spoke of what he was going to do connected with the petition, and how he was getting evidence and one thing and another; he threw this down and slapped me on the shoulder, and at the very same time he said: "Go on and sign this, it is requisite for Mr. Moore."

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128. And did you sign them both?—I did.

129. In point of fact, you signed three documents?—I do not know what they were; I do not know what was in the papers, for I never read them. I said to myself, that I was satisfied to put faith in Mr. M'Cann.

130. Did not Mr. M'Cann, when he presented this third document to you, tell you you had signed two others to the same effect a short time before?—I deny that utterly.

131. And that it was a withdrawal of the petition?—I deny that utterly.

132. Had you confidence in Mr. M'Cann on the first occasion when you signed those two documents?—I had confidence in him all along, and I took him for a gentleman throughout the whole affair, until I saw in the newspapers what he had done.

133. Do you not know of your own knowledge that Mr. M'Cann was the sole and only person in Lisburn who was the cause of this petition being presented, and that he had laboured night and day, for weeks together, upon it, in getting up the case, and in getting up evidence in support of it?—I do not know it, and I deny that it was so; for Mr. Moore was the party that read over the petition to me at Mr. Bannister's, and explained the thing to me like a gentleman when he asked me to put my name to the petition. Mr. Moore was the man who, to the best of my opinion, had the sole control of the matter, Mr. M'Cann being employed under him to get up evidence.

134. On the occasion of your signing the petition in Mr. Bannister's public-house, did not Mr. M'Cann, for a considerable length of time, do his utmost to prevent your signing it at all, and did he not send you out of the room?—He did not; he said when I was going to sign the petition, that it was a thing that would not answer for me, connected as I was with trade, and I rather declined signing the petition, but I signed it afterwards of my own accord.

135. Were you not the worse for drink on that occasion?—No, I was not.

136. Did you not go through the town that very same evening, and did you not go into several places and cry, on account of your having signed that petition?—Did I cry?

137. Yes.—I am not a man full of tears, or any thing of the sort.

138. Did you go down to Mr. Allen's, where Mr. M'Cann lodged, on that same evening, and tell Mr. M'Cann that you were a ruined man, and that Mr. M'Cann had done it, or that he had induced you to sign that petition?—I never did any thing of the sort; I never cried.

139. Did you ever do that?—I did not say I was a ruined man.

140. Did you go to Mr. Allen's at all?—I was there.

141. And what did you say to him?—I do not remember; it was just mere talk; I have often been

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been to Mr. Allen's; we are intimately acquainted.

142. Did you express any regret, in consequence of your having signed the petition, to Mr. Allen?—No; there were parties who said it was not a proper thing for me to do, that it might harm me in my business; but I knew perfectly well what I was about when I signed the petition. I knew then what I was doing, as well as I know that I am sitting here before you gentlemen.

143. Do you recollect the next morning calling Mr. M'Cann over to your house, as he was passing to his office, and, with tears running down your cheeks, telling him that you had ruined yourself by signing that document?—I never shed tears, and did not say anything of the sort; I utterly denounce that, and deny it.

144. Did you not on that same occasion tell Mr. M'Cann that you were a ruined man, and did you not ask him to go to Dean Stonehouse, Lord Hertford's agent, inasmuch as he, Mr. M'Cann, had influence in that quarter, and endeavour to procure for you the situation of sexton to the cathedral, which was then vacant, as it would enable you to make up the loss which you would sustain by the injury done to your business as a painter and glazier, in consequence of your having signed the petition against Mr. Barbour?—The sexton had left the cathedral; I never asked him to go to Dean Stonehouse.

145. What did you ask Mr. M'Cann on that occasion when you called him over to you?—If you would write a letter to Dean Stonehouse he would tell you that he had offered me the situation before that, and that I had refused it.

146. Did not Mr. M'Cann go to Lord Hertford's agent, and in a short time afterwards return to you and tell you that he had made an application for the situation, and that he had no doubt you would get it?—He asked me if I would take it; he had used his influence to put the sexton out of the situation himself; he was the gentleman who had used his influence to put the sexton out of this cathedral, and also out of the Marquis of Hertford's office, because he had been a warm friend of Mr. Barbour's. He had put him out of his two situations, and he asked me if I would take it, but Dean Stonehouse offered the situation to me twice, and I would not take it.

147. What took place between you and Mr. M'Cann upon the subject?—Mr. M'Cann said he thought it was a situation that would answer very well for me, and he asked me whether I would take it. The words he used were that Calcraft was out of his situation, and he said he would not stop till he had put John Dogherty Barbour out, and dragged him from Parliament. Those were the words he used.

148. Did not Mr. M'Cann say to you that he did not think you would have accepted the situation, or that he would have suggested it to you?—He suggested it to me himself. I had refused the same situation twice.

149. Did not Mr. M'Cann come to you in half-an-hour afterwards from Lord Hertford's office, and tell you he had been there and made an application for the situation for you, and that he had every reason to believe you would get it immediately?—He had been talking about it; but I said I did not want it, and that I had already refused it.

150. Had you any personal interest in this petition yourself?—None; and I had no ill feeling towards Mr. Barbour, or any one connected with him. I only wished to unseat Mr. Barbour, and to have another election, making the election null and void. That is all the interest I had.

151. Did you employ Mr. Moore to present this petition?—Mr. Moore was our agent on the petition altogether; that is, for the committee; Mr. Moore was our agent, as I always understood, both to conduct the election and to conduct the petition.

152. Do you know how he became such agent. Did you employ him?—No, I never employed him; I was not high enough up, perhaps.

153. Have you ever paid him anything?—No.

154. Have you any unkind feeling, or any ill feeling towards Mr. Barbour?—I have stated several times that I have none.

155. Did you ever state to any person, on any occasion, that you were glad at the prospect of the petition coming to an end, and that Mr. Barbour would not be unseated?—No.

156. That you were glad that the petition was going to fall to the ground?—I never said anything of the sort.

157. Did you ever express yourself to any person, to the effect that the document that you had signed for Mr. M'Cann that morning was a withdrawal of the petition, and that you were glad that the thing was going to end?—After the whole thing had been known, and Mr. M'Cann had read it publicly, we understood it was a withdrawal, but I never wished the petition to fall to the ground in any way, except in a fair and legal way, through the committee; it was only on behalf of the committee that we signed that document, and if they chose to withdraw the petition, we were willing to agree to it.

158. What took place between you and Mr. Wilson, previous to your seeing old Mr. Barbour, the father of the Member?—I wished to see some of Mr. Barbour's family, to warn them against Mr. M'Cann, for I took his words for granted, and supposed that he wanted to give Mr. Barbour four years' imprisonment. We utterly renounced anything of the sort. We had no animosity against Mr. Barbour, and did not wish to see him or any of his family in prison.

159. Did not Mr. M'Cann tell you in his own house, before you signed that document, in the presence of Mr. Vernon, that you had better read it over before signing it, and did he not tell you that it was the document which he had told you that morning was a withdrawal of the petition, and which he would use against Mr. Barbour or not, as might be deemed necessary?—He did not. All these things that Mr. M'Cann is making you gentlemen put to me are falsehoods.

160. Did you not tell Mr. M'Cann that he need not read the document over to you as he had explained it to you already?—No; I say that all the questions that Mr. M'Cann is getting you gentlemen to put to me are false, and you will find that to be the case.

161. If Mr. Barbour should state that you admitted to him having signed a withdrawal of the petition, would that be a falsehsod?—Mr. Barbour might misunderstand me, but I did not represent that to Mr. Barbour; I represented to him that I had signed a paper, and that Mr. M'Cann wanted to get hold of his son and give him four years' imprisonment.

162. Did you state to Mr. Wilson that you had signed a withdrawal of the petition?—No; I did not know that it was a withdrawal, and it never

never was explained to me. I knew that I had signed a paper for Mr. M'Cann, and he told me that that was the use he was going to turn it to.

163. If Mr. Wilson should state to the Committee that you admitted to him on that morning, that you had signed a withdrawal of the petition, would his statement be true or false?—I say I never said such a word. Mr. Barbour asked me if he should telegraph to his son that the petition was withdrawn, and I said it was no withdrawal, that it was only intended to catch his son, and that I did not wish to see any man persecuted.

164. Did you go to Mr. Barbour alone yourself that morning, and have a private interview with him?—I wanted to see him to warn him against Mr. M'Cann, because he had said that he would imprison Mr. Barbour's son. Mr. Barbour came down the road and Mr. Wilson with him, and Mr. Wilson kept at a distance while Mr. Barbour and I were speaking.

165. Was the appointment with Mr. Barbour, senior, made through Mr. Wilson, at your request?—I own to that.

166. Where was Mr. Knox on the occasion when you had the private interview with Mr. Barbour?—He went up the back road altogether.

167. Where did Mr. Knox go to?—I could not say exactly where he went.

168. Sir *Francis Baring.*] When you had that interview with Mr. Barbour, was Mr. Wilson present?—He was some distance off; he came down the road with Mr. Barbour, and stood some distance off.

169. At what distance should you say?—I dare say as far as from this window to the door.

170. Where did this interview take place?—Just at Mr. Cosgreave's place.

171. Sir *William Miles.*] Was he sufficiently near to hear the conversation which passed between Mr. Barbour and yourself?—No, I am sure he was not.

172. Mr. *Ker Seymer.*] When you signed those three documents of which you have spoken, did you, at the time of signing them, see in each case the signature of Knox?—Yes, in each case. Knox had signed the petition first, and I signed it afterwards, and any paper that ever I signed, Knox always signed first.

173. Tell us exactly what took place. Tell us the words that were used by Mr. M'Cann when you went to Belfast and endeavoured to get the document?—We went down to Belfast by the six o'clock train; four of us went to Belfast by that train. Mr. Waring's clerk, the attorney, was one. He was our local solicitor; and there was Knox, and Mr. Dawson, and myself. We went there to see about this document. We went to Victoria-square, to a man named George Ingram, who kept a public-house, where Mr. M'Cann, we understood, was in the habit of calling. When we got there he was not there, and we sat there awhile, and Mr. Ingram went to look for him; but about 20 minutes to 9 he came in, and when he came in he said, "Holloa!" and looked round; when he saw Waring's clerk, and Knox, and Dawson, and me, he looked fidgetty, and he said, "What in the world are you doing here?" I said, "I am come down here because I did not read that paper which you have got, and I want to see it and to read it myself." "Well," said he, "I have not got it; really, it is at home in my desk, and I have not got it on me." I said, "you are making a false statement," for, said I, "you have read it and shown it to parties in Belfast since you have been here." So, upon that, he turned round and said, "it was George Ingram told you that." I said, "it does not signify who told me, I want to read that paper; I never read it, and I do not know what is in it." He looked round and saw Mr. Waring's clerk and he would not read it before him, he said he "would not have that old fellow there at all;" "but," he said, "if you will go up stairs I will read it to you there." Upon that, Mr. Knox asked him if he would allow Mr. Dawson to go up stairs; he said "yes," and so the three of us went up stairs with Mr. M'Cann, and we went into the room and he pulled out the document; I said, "will you let me read it to myself?" He looked me straight in the face and said, "Will you give it me back if I do?" Upon that I rather hesitated, and he put it to me a second time; "Will you give it to me back if I let you have it?" Upon that, I put my hand and took out a knife, and said, "I will, on the word of a man." He then said he would let me see it. I said, "I will read it over, and when I have read it, I intend to cut my name from it." He looked me steadily in the face and would not give it to me upon any persuasion. We all tried him, but he would not allow us to have it; and then we went away back to Lisburn and got this other document made out and signed and sent away.

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174. Mr. *Bonham Carter.*] But he did read the paper you say?—Yes, but when I went to make a move round the table to look at it, he would not let me come alongside of him.

175. Sir *William Miles.*] That document, as far as you understand those things, was a withdrawal of the Petition. You have stated, have you not, that it was a withdrawal of the Petition, so far as you understood it?—Yes.

176. *Chairman.*] Did you state to any person previous to your visit to Mr. M'Cann in Belfast, that your intention was to get this withdrawal from him, and that if you did not succeed in doing so you would sign another?—Yes, I said if Mr. M'Cann wanted to withdraw the Petition foully, or sell it (which I will not say I know he was doing) before we would allow him to use it in that way, we would sign a withdrawal ourselves.

177. To whom did you address yourself on that occasion?—To William John Knox.

178. Any other person?—Not to my knowledge.

179. Are you sure?—Not to my knowledge; I might have said it to some of the committee.

180. Sir *William Miles.*] After this document was read, and you understood it to be a withdrawal of the Petition, what did you do?—Came up to Lisburn, and there was another document got up to do away with this one which Mr. M'Cann had.

181. And where was that signed?—In Mr. Bannister's shop, where the petition was first signed.

182. And was it signed, not only by you but by the other petitioner?—Yes.

183. In your presence?—Yes.

184 Where did you leave it?—We left it there with Mr. Waring, to be sent to Dublin to Mr. Moore; it was on the same evening that we signed it.

185. *Mr. Bonham Carter.*] You have told us that you signed two documents on the morning after the first Petition was signed. Did you sign those alone, or were others present at the time?

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—Mr. Knox was with me at the time; the ones that Mr. M'Cann brought to us to sign.

186. And who was present on that occasion besides Knox and yourself?—No one; there were just three of us, M'Cann, Knox, and myself.

187. Were you informed at that time what it was you were signing?—The words he said were, that this was necessary to go to Mr. Moore.

188. Was that all that took place?—That was all that took place. He said it was necessary.

189. Were you sent for by M'Cann on that occasion?—Mr. M'Cann came to my own house.

190. Was Mr. M'Cann acting as the agent of your Committee, or as Mr. Moore's agent?—We always considered that he was acting as Mr. Moore's agent in getting up the evidence.

Mr. William John Knox, called in; and Examined.

Mr. W. *J. Knox.*

191. *Chairman.*] You are an elector of Lisburn?—Yes.

192. You signed a petition against the return of Mr. Barbour?—Yes.

193. When did you sign it?—I think it was about the 9th of March.

194. Did you sign any withdrawal of that petition at any time?—Yes, I signed a paper; I I do not know whether it was a withdrawal or not, the morning after the Petition was signed.

195. Is that your handwriting (*handing a Paper to the Witness*)?—Yes.

196. Is that the paper which you signed?—I cannot say, indeed.

197. Look at it?—I could not say; but it is my handwriting.

198. Is that also your handwriting (*handing another Paper to the Witness*)?—It is.

199. On the morning after you signed the petition you signed another paper?—Yes.

200. Was that a withdrawal?—I could not say.

201. Were you not told what it was?—No.

202. Who gave it to you?—Alexander M'Cann brought it down to my shop.

203. Where is his shop?—In Railway-street, in Lisburn.

204. At what time in the day was that?—About eight o'clock, or some time in the morning before breakfast.

205. Did he not inform you what the document was that you were signing?—No, he did not; he said it was for Mr. Moore.

206. When he asked you to put your name to a document, did you not ask him what it was?—No, he said he was sent down by Mr. Moore to get my name.

207. Did you sign more than one document?—Yes, two.

208. And you signed both of them without asking any question as to what they were?—I did.

209. Did you at any time afterwards sign any document relating to the election?—I did.

210. When was that?—About the 24th of March.

211. What was that document?—I could not tell.

212. Did you ask what the nature of the document was?—I did; but before saying anything he said, it was a paper to get my name to, for the purpose of gaining evidence.

213. Had you after that, any suspicion as to what that paper was?—Yes; in the course of the day, from what Mr. Alexander M'Cann stated, before he left my house my suspicion was aroused.

214. What did he say?—He said after I had signed the Petition, or after I had signed that paper, that he was going to take it to Belfast, and that he would send for Mr. Robert Barbour, and that he would get him to give him an offer of what he had got previously, the sum of 5,000 *l.*; and that if he could get him to do that and get his signature for it, he would then turn round, and they would give Mr. Barbour, the present Member, four years' imprisonment.

215. He said that to you?—Yes.

216. Did you communicate with anybody upon his making that statement to you?—Yes; I was not finished washing; he was in a great hurry for me to come in and sign the paper, and I went and finished my washing, and went up to my brother petitioner, Mr. Bullick, and found that Mr. M'Cann had got the paper from him by the same misrepresentation; and I said to Mr. Bullick that it would be well to warn Mr. Barbour against Mr. M'Cann, for that he was going to imprison his (Mr. Barbour's) son, and we did not wish that, but that all we wanted was to make the election null and void.

217. Did you go anywhere else, or did you communicate with anybody else on the same subject?—Yes, after I had communicated with Mr. Bullick, Mr. Bullick went to Mr. Barbour and warned him.

218. Did you communicate with anybody else in Lisburn about the paper?—Yes, I went to Mr. Waring, our local solicitor, and told him about the paper that we had signed.

219. What happened then?—He ordered his clerk to get ready, and to go to Belfast with us, and to find out Mr. M'Cann, and get the paper from him, and have it read and explained.

220. Did you do so?—We did.

221. Did you find Mr. M'Cann in Belfast?—We did; Mr. William Seagrave, who is clerk to Mr. Waring, Mr. Dawson, myself, and Mr. Bullick, proceeded by the 6 o'clock train that evening to Belfast; we went into Queen-square to a public-house kept by a man named George Ingram, where we understood Mr. M'Cann was stopping, and we made inquiry for him; when we went in he was not there. Mr. Dawson and Mr. George Ingram went out of the house to look after him; we were there, I suppose, not less than an hour and a half. At length Mr. Dawson returned, and said they had seen Mr. M'Cann standing with two strange men at the foot of High-street, and that Mr. Ingram was gone away to him to bring him up to the house. So he came to the house, and as soon as he came in Mr. Bullick asked him for the paper he had put his name to that morning, that he might read it, and explain it.

222. Where was it that he said this?—At Mr. George Ingram's, in the High-street, Belfast. He asked him for the paper that he might read it and explain it. Mr. M'Cann then denied that he

he had the paper; upon which, I do not know whether it was I, or Mr. Bullick, but one of us, said to him, "You have the paper, for you showed it to a man in this house not very long since." Then, when he found out that he was caught, he got up and said he would not read it there; but that if we would go up-stairs into an upper room, he would read it when we were by ourselves. I asked him if he would let Mr. Segrave come with us, and he would not; I then asked him if he would allow Mr. Dawson to come with us, and he said yes, he would allow him. When we got up-stairs, he went to the far side of the room, and he said to us would it satisfy us if he read it to us. We said yes, but that we would rather that Mr. Bullick should get it into his own hands, and read it. He would not give it into Mr. Bullick's hands. He got up, and had got the table between him and us, and he several times commenced to read it himself, but was several times interrupted by people coming up to the door, and calling for Mr. M'Cann, and we never could see the paper, or what was in the paper during the time we were in the room; and at last he put the paper in his pocket, and said, "For God's sake go home, and do not torment me, or I will throw up and abandon the thing for ever."

223. Did he read the paper to you?—No, he did not.

224. You say he commenced two or three times to read it?—Yes, he commenced two or three times to read it and was interrupted by people coming to the door; I do not know why they came to the door, but we got up to go next to him to see even our signatures, and to see if our names really were there, but he still kept the table between us and him.

225. Had you any idea at that time what was the nature of the paper?—No, not a bit.

226. When first had you any suspicion about the paper?—We were told by our solicitor that it might be a withdrawal.

227. Mr. *Walpole.*] When were you told that?—That day.

228. That was the 24th of March?—Yes.

229. *Chairman.*] That was before you started from Lisburn?—Yes.

230. When you came in then, of course, you suspected that it was a withdrawal?—Yes.

231. Did you state that to him?—No we did not.

232. You simply asked him to show you the paper and he refused to do so?—Yes, we did everything in our power to force him to show us the paper.

233. Mr. *Walpole.*] You say he commenced reading it; did he read some way into it?—Yes.

234. How long did he read; did he continue reading for a minute?—I do not think we were three minutes in the room altogether.

235. *Chairman.*] You having gone there to read a paper which you had signed, why did you go away without seeing it?—We saw that we could not get it from him except by physical force, and we knew that he had revolvers in his pocket loaded; he told us that he carried them about with him.

236. Then he refused to show you the document, and you left the room, being afraid of the consequences if you insisted upon seeing it?—Yes.

237. You distinctly state that he would not show you the document which you had signed?—No, he would not.

238. You made several efforts to see the paper, which he resisted?—We all did.

239. Did you see any portion of the paper?—No.

240. Mr. *Bonham-Carter.*] Did you see it in his hand?—Yes, but the back of the paper was to us.

241. *Chairman.*] When he began to read the paper, how was the reading of it interrupted?—By people coming in and opening the door, and asking for Mr. M'Cann; when they came they said he was wanted particularly down stairs.

242. Did you press him to remain to read the paper which he had begun to read?—Yes, and to give the paper to Mr. Bullick.

243. Mr. *Bonham-Carter.*] What did Mr. Dawson do all this time?—He was there, and moved round along with us, to get next the paper as well.

244. *Chairman.*] Was there any conversation between you and Mr. M'Cann, as to that document being a withdrawal of the petition?—Never.

245. Did you not accuse him of having induced you to sign a withdrawal of the petition?—No; we accused him of getting our names to a paper to imprison Mr. Barbour.

246. Do you mean to say that all this went on without your ever saying that you believed it was a withdrawal?—Yes, I told Mr. M'Cann distinctly, that I never intended to withdraw the petition.

247. Did you tell him that at that interview?—I told him that in the morning, in the room, before he went out.

248. In your own house at Lisburn?—Yes.

249. Then you did suspect that it was a withdrawal?—No, I did not.

250. When did you first think that this paper which you had signed was a withdrawal; when did that idea first of all enter your mind?—Never till I heard from Mr. Waring that perhaps it was a withdrawal that I had signed.

251. That was before you left Lisburn?—Yes.

252. You went there for the purpose, I suppose, of getting that withdrawal away from him?—Yes, we did.

253. Do you mean to say that you were in the house with him, and that you never stated to him "That is a withdrawal, and we want it back"?—No, we did not say that; we asked him for the paper that we had signed our name to; we did not know that it was a withdrawal; we never meant to withdraw the petition.

254. Mr. *Bonham-Carter.*] Did Bullick never ask the question, then?—No, never.

255. *Chairman.*] When did you sign this second paper, dated the 24th of March?—I signed that on the 24th of March.

256. You signed another paper disclaiming your having withdrawn the petition?—Yes.

257. Where did you sign that paper?—In Mr. Jacob Bannister's.

258. Who gave it to you to sign?—Mr. Waring's clerk prepared it in our presence.

259. Was that before or after the meeting at Belfast?—Afterwards.

260. It was in consequence of what had happened during that interview at Belfast, and of Mr. M'Cann refusing to give you back the paper that you signed this other document?—Yes, that was it.

261. Sir *Francis Baring.*] How much of the

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paper did you hear read in the course of the interview which you had with Mr. M'Cann?—There was so much interruption and so much confusion that I do not remember a word that there was in the paper.

262. Why did you sign this document, if you did not know that you had signed a withdrawal at all?—Through the misrepresentation that he had given to it; that it was for evidence, and not a withdrawal at all.

263. You do not understand my question; my question is, why, if you did not know that you had signed a withdrawal in any way you and Bullick came to sign that paper which was prepared by Mr. Waring's clerk?—You mean the disclaimer; we got that prepared ourselves; we were sitting there while it was prepared.

264. Why did you disclaim doing a thing which you did not know you had done?—We wanted to disclaim what he had got, as it turned out to be.

265. Who is Mr. Dawson?—A friend of mine.

266. Is he an elector?—Yes.

267. Is he resident in Lisburn?—Yes.

268. Who is Mr. Kennedy?—There is Mr. John B. Kennedy, in Lisburn, and Mr. Robert Kennedy.

269. Mr. Wilson is his clerk?—Yes.

270. What is Mr. Kennedy?—Mr. John B. Kennedy is a solicitor or Clerk of the Peace there.

271. Was he an agent for either party?—He is an uncle to the Member.

272. Sir *William Miles.*] Let me recall your recollection to the 24th; you signed a document, which you say you did not know anything about, early in the morning, that document being brought to you by Mr. M'Cann?—Yes.

273. Did you afterwards see Bullick?—I did.

274. At what time in the day was that?—As soon as I could get dressed, I went up to Bullick.

275. Had you and Bullick any conversation relative to what you had signed?—No.

276. No?—We had a conversation that we should go and warn Mr. Barbour against Mr. M'Cann, and against having anything to do with him, for that he had got a paper signed by us.

277. You had no conversation whatever as to the nature of the document which you had both signed that morning?—No, indeed, we had not.

278. You afterwards, at a public-house, met Bullick with M'Cann?—Yes.

279. And M'Cann then had with him a paper which you had signed?—Yes, he had; but he denied having it at first.

280. You are sure that that was the paper which you had signed?—We could not tell whether it was or not.

281. But he read that paper, you say, for about a minute, and then ceased reading it?—Yes.

282. If Bullick has stated that from that reading he understood it to be a withdrawal of the petition, that is not right, is it?—No, I do not think it is.

283. Must you have heard it if Bullick heard it?—Certainly, if he heard it.

(*The following Questions were put by the Chairman at the request of Mr. M'Cann.*)

284. Had you and Mr. M'Cann any difference or outfall previous to the occasion to which you have referred?—No.

285. When Mr. M'Cann called on you on any occasion on the subject of the petition, did you express any want of confidence in him?—No.

286. And had you not perfect confidence in him from the course of conduct which you knew him to have pursued?—I had perfect confidence in him; whenever I appeared to show any mistrust of him, or any want of confidence in him, he got quite angry, and he asked me why I should not sign anything that he brought to me without hesitation; and he said that he would not take a million of money to withdraw the petition.

287. When Mr. M'Cann called upon you to sign the withdrawal, did you hesitate at all to sign it?—No, I did not.

288. Did you not read both the documents over at your desk in the presence of Mr. Bullick and Mr. M'Cann before you signed them?—No, I did not.

289. Did you not know that they were withdrawals?—I did not.

290. Did you not, at the request of Mr. M'Cann, when he called on you on the last occasion of signing the third withdrawal, take a chair, and sit at your own table, in your own drawing-room, and read over the document before you signed it, on the 24th of March?—No; that was when Mr. M'Cann made allusion to my mistrusting him. I said, "Would it not be better for Mr. Bullick to come down, or for me to go up to him?"

291. Did you not read over that document in the presence of Mr. M'Cann and some other person previous to signing it?—No, I did not.

292. Was any other person present on that occasion?—My wife was.

293. Can you say that you did not sit down and read over that document previous to signing it?—I do say so solemnly.

294. Did you look at it at all?—I might have glanced at it, but I could not tell a word that was in it.

295. Did you not perfectly understand that it was a withdrawal of the petition?—No; Mr. M'Cann stated that the paper was to gain evidence. He never called it a withdrawal.

296. What time in the day was this?—Between nine and ten o'clock in the morning.

297. Had you the document in your hands previous to signing it?—No; it was on the table.

298. Did you not read it over?—No; I have stated so before.

299. What time in the day was it after you had signed the document that you saw Mr. Waring?—It was in the middle of the day.

300. At what hour?—I could not exactly say; I should think between one and two o'clock.

301. Was that previous to your going to Belfast to see Mr. M'Cann?—Yes.

302. And was that previous to your seeing Mr. Barbour?—I did not see him.

303. Did you not go with Mr. Bullick to see him?—No.

304. Did you not go part of the way?—No.

305. Where did you go then with Mr. Bullick on that occasion?—I was going down to where I was working.

306. Had you any interview with Mr. Bullick, or with Mr. Wilson previous to Mr. Bullick going to Mr. Barbour?—I had an interview with Mr. Bullick, when it was agreed that he should go and warn Mr. Barbour against Mr. M'Cann.

307. Was Mr. Wilson present on that occasion?—No.

308. Had you any interview with Mr. Wilson at all with regard to his obtaining an interview for

for you with Mr. Barbour, senior?—I had not, except on that evening. Between three and four o'clock, coming down Castle-street, Mr. Wilson was standing on the steps of Mr. Kennedy's office, and he told me that Mr. Bullick had been with Mr. Barbour, and Mr. Wilson said, "But the old ———— could not understand what Bullick was saying."

309. Was it not at the instance and request of Mr. M'Cann that you signed the first two withdrawals on the 10th of March?—Mr. M'Cann brought them down for me, as he said, to sign them for Mr. Moore.

310. What aroused your suspicion as to Mr. M'Cann after you had signed the third withdrawal on the 24th of March?—What aroused my suspicion first of all was Mr. M'Cann saying he would imprison Mr. Barbour. When he was going down the stairs, he said he would either die very rich or very poor.

311. Do you recollect on one occasion, after the 24th of March, Mr. Moore, Mr. M'Cann, and others being at Leonard's Hotel. Do you remember being present in the lobby when Mr. Doran and you, and Mr. M'Cann were together?—Yes.

312. Do you not recollect Mr. M'Cann saying to you that he thought your conduct was very strange in coming down and treating him with the disrespect you had in Belfast, inasmuch as he had taken no advantage of you in any way, you having read over the document in your own house?—No, but I will tell you what he did; he pulled out the copy of a letter which he had sent to a person at Lisburn.

313. Did you not express to Mr. M'Cann your sorrow for having acted as you had done?—No, I never expressed anything of the kind.

314. Did not Mr. M'Cann read over the entire of that document to you on that occasion in Mr. George Ingram's drawing-room?—No, he did not.

315. Did not Mr. M'Cann, after he had read it, turn round and say, "There are your signatures to it"?—No, he never did.

316. What was your object in going to Belfast to see Mr. M'Cann?—To get the paper from him.

317. For what reason?—Because he had no right to have it; that was the reason.

318. Why should you think that when in the morning you did not express the slightest hesitation with regard to signing that document?—I should have been very sorry to hinder Mr. M'Cann from getting up any evidence that he could.

319. If you thought that the document which you signed for Mr. M'Cann was a document for the purpose of his obtaining evidence, what was your reason for wishing to get it back from him?—He told me he was going to get evidence, and that when he got Mr. Barbour's name to it, he would imprison him for four years.

320. Did you wish to obtain that document from Mr. M'Cann when he told you that?—Certainly I did.

321. In the morning when you signed it?—In the morning I did not know what it was; I thought it was for evidence.

322. Did not Mr. M'Cann tell you that he would either make use of it to punish Mr. Barbour, if any person should attempt to bribe him (Mr. M'Cann) to give up the petition, or that he would use it in any proper manner in connexion with carrying on the petition?—He made no reference to anything good or bad, but he said that if he could just get his evidence, he would turn round and imprison him for four years; and he said that he would not take a million of money to withdraw the petition.

323. Had you any conversation with any person before you started to Belfast on that day for the purpose of seeing Mr. M'Cann and getting the paper from him?—I had not with any one, except our local agent, Mr. Waring.

324. By whom was the document drawn up which you signed afterwards?—It was drawn up by Mr. William Segrave.

325. Where was it drawn up?—At Mr. Bannister's.

326. A public-house?—It was a committee-room.

327. At what hour?—Between 10 and 11 o'clock.

328. After you returned from Belfast that night?—Yes.

329. Did you hear Mr. Bullick state, or did you state to any person, that you had come to Belfast for the purpose of getting that withdrawal from Mr. M'Cann; and did you say that if you could not succeed in getting it, you would sign another?—No; we did not say anything of the kind; we never thought of signing another till we had tried every means to get from Mr. M'Cann the paper that he had.

330. Was there any conversation at all between any person and you, or between Mr. Bullick and any person with regard to getting that document from Mr. M'Cann, to the effect that in case you did not succeed in getting the paper from him you would sign another?—No.

331. Did Mr. Bullick never tell you so?—No.

332. What kept you waiting till six or seven o'clock at night before going to Belfast to see Mr. M'Cann?—It was not convenient for us to get away; Mr. Bullick and I were both employed in business; we had men working for us, and we went when it was convenient for us to go.

333. Do you not know that in the meantime there was an arrangement made with Mr. Barbour, senior, for an interview with you and Mr. Bullick; and did you not wait till after five o'clock for that purpose?—I did not; I never wanted to see Mr. Barbour further than to warn him against Mr. M'Cann.

334. Did you warn him at all?—I did not, but Mr. Bullick did; and that was all I wanted.

335. How do you know that Mr. Bullick warned him?—It was arranged between Mr. Bullick and me that he should warn him.

336. At what hour did you arrange to warn Mr. Barbour?—I think it was about twelve or one o'clock.

337. At what time did you arrange with Mr. Bullick to see Mr. Barbour?—About 11 o'clock, as soon as I got dressed.

338. Did you express the slightest want of confidence in Mr. M'Cann on that morning when you signed the document?—I did not.

339. Had you seen Mr. Waring previous to your arranging an interview with Mr. Barbour?—I had not; I did not want an interview with Mr. Barbour.

340. How did you know that an interview was to take place between Mr. Bullick and Mr. Barbour?—I have stated before that Mr. Bullick and I had arranged that we should let Mr. Barbour know by some means what had been done, and that we should warn him against Mr. M'Cann.

341. Did you know, or did you not know, at that

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that time the nature of the document that you had signed in the morning?—I did not.

342. What relation is James Dawson to you?—Brother-in-law.

343. Is he your wife's brother?—Yes.

344. Did you ever employ Mr. Moore to present this petition to Parliament against Mr. Barbour?—Yes.

345. You employed him, did you?—He was our law agent.

346. Did you employ him as a petitioner?—Yes.

347. Have you paid him any money on account of expenses?—Yes: I believe there has been some money paid him.

348. Have you paid him any money yourself?—No, I have paid him none.

349. Sir *Francis Baring.*] You have stated to the Committee that you signed three documents; two on the day after you signed the election petition, and the one which we are discussing now. Did Mr. M'Cann represent all three of them to be documents for the purpose of gaining evidence?—No; he said the first two were for Mr. Moore.

350. Did he give no explanation of what they were?—He did not say what they were.

351. When you put your name to the document, was it folded so that you could see nothing but your name?—He brought them out of his pocket, and just laid them down upon the desk, and told me to bring forward a pen, and sign them.

352. Were they laid before you open, or folded in any way?—Open.

353. When you put your name to the document, did it strike you at all that it was addressed to the House of Commons?—No.

354. But you must have seen that, surely?—I did not see it.

355. What line of business are you in?—I am a plumber and gas-fitter.

356. You give your evidence with great intelligence. Do you mean to say that you put your name there, and that it never struck you, by any chance, that in large letters at the top it appeared to be addressed to the House of Commons?—No; I never thought of anything in that way.

357. But, without thinking of it, the paper being laid before you in that shape, did you not observe that, in large letters at the top, the paper was addressed to the Honourable the House of Commons?—No, indeed, I did not.

358. And, lower down, where you must have been putting your hand almost, it speaks of "the said petition;" did that never strike you?—No, it never did.

359. Are you short sighted at all?—Indeed I am not; it was from want of suspicion of Mr. M'Cann.

360. Sir *William Miles.*] Mr. M'Cann was in your general confidence up to that time, was he not?—Yes.

361 In what position, as regards the election, was Mr. M'Cann?—I have seen him writing several times when I was in and out of the committee-room for Mr. Moore.

362. Was he a clerk to Mr. Moore at that time?—I could not say what he was, but he was writing for Mr. Moore.

363. And he was trusted by the committee?—He was.

364. Therefore, on that account, you signed the document which he put before you?—Yes; that was the whole reason.

365. Mr. *Bonham-Carter.*] How do you know that he was writing for Mr. Moore?—I have seen him writing.

366. But how do you know that he was writing for Mr. Moore?—Because they were his papers and his business; there was no other clerk there.

367. Was Mr. Moore there also?—He was there sometimes.

368. And did he treat Mr. M'Cann as his clerk?—He permitted him to write and direct, and one thing and another.

369. Did you see Mr. Moore give any instructions to Mr. M'Cann?—Indeed I did not.

370. When you first signed these two documents, you have stated that Mr. M'Cann presented them to you as documents which Mr. Moore required to have signed?—Yes.

371. Did he, when he presented the three documents to you, state that it was of the same nature as the two first?—No.

372. Did he make any reference to the two first?—He did not.

373. Did he say anything about the two first at that time at all?—No, he did not.

(*At the request of Mr. M'Cann the following questions were put by the Chairman.*)

374. Did you not know that Mr. M'Cann was not clerk to Mr. Moore, and that he had been for 22 years with the Crown Solicitor for the county of Antrim?—As far as I understood, Mr. M'Cann was out of Mr. Vernon's employment altogether, and pushed himself into Mr. Moore's employment.

375. Was not Mr. M'Cann in Mr. Vernon's employment at the time you signed that document on the 24th of March?—If he was, he was making a very bad use of his time.

376. Had Mr. Moore any office in Lisburn, or had you ever seen him before until the occasion of that election?—Yes.

377. Where?—He had committtee-rooms there.

378. Where had you seen him previous to the election. He never was in Lisburn before, to your knowledge, was he?—I was not acquainted with him.

379. Do you know where his office is at all?—Do you mean in Lisburn?

380. Anywhere?—I know where the committee-room was.

381. Do you know where Mr. Moore's place of business is?—Yes.

382. Where is it?—In Dublin.

383. That is 72 miles from Lisburn?—Yes.

384. Were you ever in Mr. Moore's office in Dublin?—Never.

385. And you never had any conversation with him about the petition after the election was over?—No.

386. How long have you known Mr. M'Cann?—I really cannot say; but I have known him a long time.

387. From his childhood, have you not?—I cannot say how long I have known him.

388. Is he not a native of the town of Lisburn, as you are yourself?—I believe so.

389. And have you not known him for the last 22 years?—I could not say.

390. Do you not know that he has been for many years in the employ of Mr. Vernon; and that, in fact, he was never out of it for 22 years?—I believe he has been a long time in his employment.

391. And therefore you knew perfectly well that he was not the clerk of Mr. Moore in any shape or way?—I did not.

392. Did you not know that he was no clerk of

of Mr. Moore's?—I know he was writing for him.

393. Do you know what the writing was in connexion with?—No.

394. Mr. *Bonham-Carter.*] Have you made any statement that was taken down in writing with reference to this matter?—Not that I know of.

395. Not at any time?—Not that I know of.

396. A statement has been laid before us, which purports to be a statement made by you; have you seen it?—No.

397. It purports to be a statement made by you of what took place on the subject-matter before the Committee; but you do not acknowledge it to be a statement made by yourself?—Yes; there was a statement.

398. Sir *Francis Baring.*] When you were asked to sign the third paper, did Mr. M'Cann state to you, "It is all right; it is just the same as that you signed for Mr. Moore?"—Yes.

399. He said that?—Yes; he did.

Mr. William Segrave, called in; and Examined.

400. *Chairman.*] Are you clerk to Mr. Lucas Waring, a solicitor, at Lisburn?—Yes.

401. Was Mr. Waring, of Lisburn, the local agent and solicitor to William Knox and Moses Bullick, the petitioners against the return of Mr. Barbour?—I believe so.

402. You know, I suppose, whether your employer was agent or not?—Yes, I think he was.

403. Do you recollect the 24th of March last?—I do.

404. Do you recollect William Knox and Moses Bullick coming to Mr. Waring to make a communication to him respecting any document they had signed?—Yes; about ten o'clock on that day, or about that time, they came and asked to see Mr. Waring, and they saw him, and I was present.

405. Will you have the goodness to state what occurred during that interview?—They stated to Mr. Waring that they had signed a document for Mr. Alexander M'Cann that morning, the nature of which they stated they did not understand. Mr. Waring feeling suspicious about it, told them they should proceed after him wherever they thought he was; and they stated that they thought he was in Belfast, upon which Mr. Waring said that I ought to accompany them there, which I did; and we went by the six o'clock train.

406. Was that all that passed between Knox, Bullick, and Mr. Waring?—That is all, I think. They could not state the nature of what they had signed, and, therefore, Mr. Waring could give them no great advice about it, but to go after Mr. M'Cann and see the document, if possible; they stated that they had not read it over, and that it was not read to them.

407. Did they state that they had any suspicions as to the nature of the document they had signed?—They could not tell what it was.

408. Did Mr. Waring suggest to them any suspicion as to the nature of the document?—Mr. Waring said it might probably be something in the withdrawal way that might injure the petition. I think he said that it might be that.

409. Were you present from the very commencement of the interview?—Yes, I was there all the time.

410. Had Mr. Waring reason to believe, to your knowledge, that there was likely to be an attempt to get a signature to a withdrawal of the petition?—I think he had no idea of it till they came, and then suspicions arose within his mind, I suppose, at the suggestion of Mr. Waring.

411. Then you went with the petitioners to Belfast?—I did.

412. Will you state, if you please, what passed there; where did you go to?—To a public-house, in fact, called George Ingram's. George Ingram is the proprietor; he was not there when we went in, so we sat down in a room, and Mr. Ingram made his appearance, and we said that we wanted to see Mr. M'Cann; he said, that he had been there some short time before, but that he had gone out; I forget where he had gone, but he said he would either go or send for him. There was a Mr. Dawson there with me at the time. I forgot to say that he accompanied me with the petitioners.

413. Who is Mr. Dawson?—A brother-in-law, I think, of the petitioner Knox.

414. Do you say that he went from Lisburn with you by the train?—Yes, I do; I forgot to state that.

415. What took place?—Mr. Dawson, as well as I can remember, and Mr. Ingram, both went out in search of Mr. M'Cann; we sat there a considerable time, I suppose for an hour and upwards, and Mr. M'Cann did not make his appearance till half-past eight. I think when he came into the room where we were sitting, that is where Bullick, Knox, and myself were, Mr. Bullick asked him to show him the document that he had signed that morning: he said that he had no document about him then; in fact, that he had left it at home. When he was pressed for it by both of them simultaneously to show it (that is by both the petitioners), he then said that he had left it at home in his desk; I think he said. I remarked at the time that it was improper not to show the document. Then they told him that he must have the document about him, as they had heard that he had shown it to some person in the house; I think they said to Mr. Ingram, as well as I can remember.

416. Did they say anything to him with reference to the nature of the document?—Certainly not; for they did not know what it was.

417. What took place then?—When they pressed him, he said: "Well, in fact I have not got it at all," and he went about the room; it is a very small place; and at last he said: "I will not show it in the presence of a third party"; meaning me, I suppose; "but if you will come up-stairs, I think I can satisfy you." I think those were the words he used. He did not say he would show them the document. They then both went up-stairs; that is, the petitioners did.

418. Did anybody go up with them?—Yes; one of them said, I forget which now, "Then as you will not let Mr. Segrave accompany you, have you any objection to let Mr. Dawson?" that is the person I mentioned before. They all went up-stairs then; he did not seem to object to that. They went up-stairs, and I do not know what took place there; they stayed up there a considerable time, and I remained below.

419. For how long, do you suppose, they were there?—I suppose they were up there about half-an-hour; I should think so.

420. When

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420. When they returned to you what happened?—When they came down stairs I said to them: "Well, I suppose you are quite satisfied now, and you have seen this paper." They did not make any answer to that.

421. Did they complain to you that they had not seen the document that they wanted to see?—They said that they had it not in their hands, that the document was not handed at all to them to read, and Mr. Bullick told me that he would much rather have had the document in his hands to read.

422. Did they tell you it was read to them?—I think they did. I think they said that the document was read to them by Mr. M'Cann.

423. Did they then state anything as to the nature of the document?—No; indeed they could not tell me anything about it.

424. What do you mean by saying they could not tell you anything about it?—They did not seem to understand it; although it appears it was read up-stairs, they did not seem to understand what it was, at least they did not tell me what it was.

425. What happened after that?—Then, I think, Mr. M'Cann addressed me in this way: "It is a fine night, Mr. Segrave;" and I told him not to address me; that is what passed then.

426. Mr. *Walpole.*] For what purpose did he address you?—I think it was without reference to what had been going on.

427. *Chairman.*] All this time was there no conversation between you and Knox, or Bullick, with reference to that document being a withdrawal?—No, certainly not; they did not seem to understand it; or if they did, they did not explain it to me.

428. What happened after that; where did you separate?—We went out towards the door then, to go away. There was a car at the door to take us to the train, and Mr. M'Cann came to the door, and I told him that his conduct was highly improper. I told him that he would have to give up the document, or that it would be nullified, probably when Bullick and I and Knox went to Lisburn. He replied: "When I do business, I do it properly;" those were the words he used.

429. At that time was there no allusion to the nature of the document?—None whatever. I dare not ask Mr. M'Cann anything about it; he would give no answer.

430. But when you told him his conduct was highly improper, did you not explain to him what you meant by that?—That it was highly improper in not letting the parties read the document that he had; that is that he would not allow them to have it in their own hands; that was what I meant.

431. At Lisburn, before you started, was there no conversation as to the nature of the document that they had signed?—No; when they were at Mr. Waring's, they did not seem to know what they had signed; they stated distinctly that they did not read it, nor was it read for them; they stated that in my presence, and in the presence of Mr. Waring; and it was in consequence of that that Mr. Waring became suspicious. The words he said were these:—"It may probably be something in the nature of a withdrawal, and you had better go to Belfast to see those men and ascertain what it is, and you had better take Segrave with you."

432. Then do you mean to say that after that there was no allusion in Belfast to a withdrawal?—I do not think that I heard the word "withdrawal" mentioned. I wanted to see the document myself, and the wish of the parties was that the document should be read in my presence, but Mr. M'Cann would not allow that.

433. You went back that night to Lisburn with those two men?—I went back that evening to Lisburn, and there was a meeting held at the Conservative-room, at Mr. Bannister's.

434. Did you go there with the petitioners, Knox and Bullick?—Yes; but Dawson was not with us.

435. You went to Mr. Bannister's?—Yes, and Mr. Waring was there.

436. Who is Mr. Bannister?—In fact his house is a sort of tavern; it was a room where a meeting of the Conservatives was during the election.

437. What took place at Mr. Bannister's?—That a document should be drawn up in the nature of a disclaimer.

438. A disclaimer of what?—A disclaimer of the document they had signed in the morning, and that document was accordingly drawn up.

439. Was there any reference to the nature of the document?—Yes, I myself put that in; I recited it in consequence of an idea I had that it might be so, though there was no mention of it during our talk with Mr. M'Cann at all.

440. Is this, which I now show you, the document to which you have last referred?—Yes, that is it.

441. That is a document drawn up by you?—That is a document drawn up by me, and it was signed in my presence by the petitioners.

442. Mr. *Walpole.*] Is the body of that document your handwriting?—Yes, the whole of the body is mine.

443. Was it drawn up by the instructions of Mr. Waring, your principal?—It was; he was present at the time.

444. That document was forwarded to the Speaker of the House of Commons?—I believe so; I enveloped it, and it was given by Mr. Waring to a man of the name of Thomas M'Crosky, a law-messenger, and he went to Dublin and delivered it, as I understood, to Mr. Moore, who was the agent.

445. Sir *Francis Baring.*] When this conversation, at which you were present, took place between the petitioners and Mr. Waring before you went to Belfast, did the petitioners mention anything about Mr. Barbour?—No, not in my presence.

446. Did they say that they had seen Mr. Barbour?—No, not that I remember.

447. Did Mr. Waring question them as to what they supposed to be the nature of the document?—He did not question them; it is remarkable that he did not question them; it was only hinted at by himself.

448. But did they state at all that they thought that there was some plan of Mr. M'Cann's to entrap Mr. Barbour?—No, I did not hear that before Mr. Waring.

449. You say you did not hear it; did not you hear all that passed?—Yes, and I do not think that that could have been mentioned; I think that if anything of the kind had been said I must have remembered it.

450. *Chairman.*] Did you see Mr. Barbour on that day?—No.

451. Mr. *Bonham-Carter.*] When Bullick and Knox came down-stairs at the public-house in Belfast, did they then seem to be convinced that it was a withdrawal that they had signed?—No, I had no such impression.

452. But

452. But did they mention the withdrawal then or not?—Not to my memory; they seemed to keep so close as to the nature of it that I did not know what it was.

453. Did they communicate to you at that time any impression on their part as to what the document was?—They told me they did not understand it; those were the words that Bullick, I think, or Knox (I forget which), said.

454. Sir *William Miles.*] You undertook to draw up that document (the counter petition), first of all by the orders of Mr. Waring?—Yes; the disclaimer, as we call it.

455. And that was founded upon the evidence that was given by the two petitioners in Mr. Waring's office, I suppose?—Yes; it was founded on their suspicions about this document, on what had taken place between them and Mr. M'Cann up-stairs in Ingram's house, and what they stated at Mr. Waring's, that they had signed a document, and Mr. Waring's suspicion that it might be a withdrawal.

456. If the two petitioners had told you when you were at Belfast, and when you were excluded from that conversation which took place up-stairs, that they had known the document they had signed to be a withdrawal of the petition, would you have stated in your counter-petition these words: "Now, we hereby utterly disclaim our knowledge of the contents, nature, or effect of the same; and that, if same (when presented to your Honourable House) shall prove to be an abandonment of said petition by us, that same has been extracted from us through error and ignorance of the contents and effect thereof, and we utterly renounce the same, and any intention whatever on our part to relinquish said petition"?—The reason why I put those words in was because it struck me that it might be so; at the time I drew that document I had the Act of Parliament with me, and I thought it might be so, and accordingly I put it in; but I did not do that from any previous knowledge that they gave me about it.

457. Should you have put that in if, through their communications, you had been aware that they knew the document they had signed to be a withdrawal of the petition?—If they had stated to me that it was a withdrawal, I think I would have put it in.

458. Mr. *Walpole.*] In the body of the petition there is a recital to this effect: "Whereas a certain person of the name of Alexander M'Cann, representing himself as the clerk or agent of James Hamilton Moore, our solicitor, upon this day produced a certain document, purporting to be under the 8th section of the Elections' Petition Act, 1848, and to be a withdrawal of said petition under said section; and which, in ignorance of its nature, and placing implicit reliance in said Alexander M'Cann, we signed"?—I have stated already that, in consequence of my knowledge of the section of the Act of Parliament, I put that in myself; but I did not do that from any knowledge they gave me.

459. But in that recital you do state affirmatively on their part that it was a withdrawal of the petition?—Probably that appears on it, but that was not from any information they gave me; it struck me when I was drawing it that it was very likely a withdrawal.

460. Did that occur to your own mind?—That occurred to my own mind; not from any information of the petitioners.

461. Were any instructions given to you by Mr. Waring as to that?—I think not; he left it to myself, and I had the Act of Parliament with me when I drew it.

462. Then the Committee may consider that the body of that document was drawn up by you after instructions from Mr. Waring, and that you drew it in such words as you thought would represent the facts of the case?—Indeed, I think so; Mr. Waring left it to me to draw up such a document as I thought necessary, supposing it was a withdrawal.

463. That is the very thing I want to know; whether he did it, supposing it was a withdrawal or not?—Mr. Waring gave me no instructions about it.

464. Was that paper read over to the petitioners?—Certainly.

465. And did they seem to understand it?—They seemed to understand it then.

466. And they signed it in your presence?—I declare that if I had asked them about the word "withdrawal," I doubt whether they would have understood it or not; but it was read to them, and they signed it; and they were stating to me all the time how they had been taken ill, and so on, and complaining very much. I did not mind that; I just drew up what I thought a proper document.

467. Sir *William Miles.*] But Mr. Waring, from the first, when the two petitioners came to him, thought that possibly it might be a withdrawal of the petition, and sent you with the two petitioners to Belfast?—Yes; that thought struck him.

468. And, therefore, you fulfilled the original instructions that had been given you as to drawing up the document?—I did, as well as I could.

469. *Chairman.*] Had you any reason to suspect that there would be any attempt to obtain a withdrawal?—Certainly not; until at that time I had great confidence in Mr. M'Cann from his own declaration; for I had been sitting with him two or three nights when he was taking down evidence as to the petition to be presented, and I could not imagine that he would do anything of the kind.

470. Did you know anything about any othe withdrawals having been signed?—No, none.

471. Not previously to that time?—No, not previously.

472. Sir *Francis Baring.*] Did you take down the statements of the petitioners in writing at all?—No; upon this withdrawal point I took down no statement from them, save that when I came back to Lisburn I drew up that document.

473. Nothing else but that document?—Nothing but that document; I believe that Mr. M'Cann drew up all the evidence about the witnesses.

474. The evidence in support of the petition?—Yes.

475. The question is with reference to the evidence as to this withdrawal?—I know nothing about that.

476. Nor Mr. Waring?—No; I am sure that Mr. Waring never put pen to paper about it, to my knowledge.

(*The following Questions were put by the Chairman, at the request of Mr. M'Cann.*)

477. Do you know William M'Cracken and William Graham?—I have some knowledge of them.

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them. I know William M'Cracken, from his being a clerk in Mr. Waring's office, or an assistant.

478. Living in your own house?—He resides there.

479. Are you aware that those persons were actively employed on behalf of Mr. Barbour during the late election?—I do not know. It has been stated to me that they were.

480. Are you not aware that they were paid a certain sum of money for their services?—They told me they were. I did not see them paid.

481. Did you not induce those two young men to turn round and assist Mr. M'Cann in getting evidence in support of the petition against Mr. Barbour?—Certainly not. Mr. M'Cann was very active himself in picking up everything he could.

482. Did you not expect to get a certain amount of compensation hereafter, provided this petition had gone on, and Mr. Barbour had been unseated; did you not expect to get a sum of money for your services from some body or the other?—No.

483. Are you not disappointed by reason of the turn that the matter has taken?—I do not think I shall gain or lose anything by it, and I never expected to gain anything; I was not in the tally-room, or anything of the sort.

484. Are you not really disappointed at the course which this matter has taken?—Certainly not.

485. Are you glad that the petition is going to be withdrawn, or that it has been withdrawn?—I am neither glad nor sorry; I did not mix myself up with it.

486. Did you read over this paper that has been referred to to the petitioners, or to either of them, previously to their signing it?—Certainly.

487. Where?—At Bannister's.

488. Was Mr. Waring present on that occasion?—Yes.

489. Did Mr. Waring take any part in the preparation of the document?—He did not; I got his instructions to draw up a document, which I did according to the section of the Act of Parliament.

490. But you advised Mr. Waring as to the whole thing yourself, you acting quite independent of him?—I did not advise him; he left it to me to draw up.

491. Did you ever tell John Kennedy that you knew there was a second withdrawal signed by Knox and Bullick?—Never; I do not think I ever had any conversation scarcely with Kennedy about it. Mr. Kennedy takes affidavits, and sometimes comes up to the office; but I certainly, so far as my memory serves me, had no conversation with him upon the subject. We might, perhaps, laugh about the Election and the turn it was taking.

492. Had you any conversation with Mr. Kennedy on the subject of the withdrawal of the Election Petition?—No.

493. Did you never state to him that there was a second withdrawal in existence?—Never; I have said before that I had no conversation with him about the withdrawal; never.

494. Are you not influenced against Mr. M'Cann on account of the withdrawal of this petition?—Certainly, I feel that it was not a very proper thing for him to have done; I feel that, as a person residing in Lisburn.

495 Do you not know, or do you not believe, that Mr. M'Cann has suffered a serious loss?—I do not believe one bit of it.

496. Did Bullick ever tell you that he would come down to Belfast, and that when he got hold of the withdrawal he would cut his name from it?—No, he did not mention the word withdrawal; the paper is what he said.

497. Did he say that, acting under your advice?—Certainly not; it emanated freely and spontaneously from himself and his co-petitioner; I never advised him to do anything of the kind.

498. Did you not advise him to come down to Belfast, and by physical force endeavour to procure that document from Mr. M'Cann?—No; but I heard them say afterwards that if they could have got it from Mr. M'Cann by physical force, they would have taken it from him, but that he was armed with revolvers.

Mr. James Hamilton Moore, called in; and Examined.

Mr. *J. H. Moore.*

499. *Chairman.*] You are a solicitor?—I am.

500. Where do you reside?—In Dublin.

501. Were you the agent to the petitioners who signed the petition against the return of Mr. Barbour?—Yes.

502. You were not present, I suppose, when they signed the petition?—I was present when they signed the petition.

503. Were you present next day at their signing any document?—No, I was not; I am not aware of their having signed any document the next day; I think it was on the same day; I know it was on the same visit. I intrusted the document to Mr. M'Cann.

504. Who was Mr. M'Cann?—Alexander M'Cann.

505. What was his connection with you?—He was originally a member of Mr. Vernon's committee, as I understood, and having been recommended by the committee to me, as a person who was enabled to attend to the business of the petition in Lisburn, he attended in the committee-rooms.

506. Then he was employed, in fact, by you?—No, not directly by me; I accepted his services through the committee.

507. Was he intrusted with the petition?—He was not.

508. Who was intrusted with the petition?—I, myself, brought the petition to Lisburn.

509. Did you give him any other documents besides the petition, to obtain the signatures of William John Knox and Moses Bullick?—I did.

510. What were those documents?—An authority to withdraw the petition, and a duplicate of it.

511. Mr. *Walpole.*] What was the date of that?—I thought it was on the same day as the signing of the petition; but I believe it was on the morning after, before I left Lisburn.

512. *Chairman.*] Were those document returned to you?—Yes.

513. Signed

513. Signed by the petitioners?—Yes, and I have them in my possession now.

514. For what purpose were they obtained?—That requires explanation. The petitioners whose names were signed to the petition, were nominated at a public meeting of the Conservatives of Lisburn. The petition was adopted at that meeting, and those two persons were nominated with their own consent, to prosecute that petition. The meeting was a meeting entirely of the promoters of the petition, and it was my duty to put them in such a position that, having the control of the petition, they should have the power, if their object was attained, by the retirement of Mr. Barbour, or if they failed in getting evidence to establish their case, of withdrawing the petition without expense to the parties. It was in pursuance of a resolution that the petition was presented; it was, in fact, a petition by the body, though in the name of individuals, and the object of having the withdrawal was to enable them to act upon it, if it should be desirable to do so.

515. Mr. *Walpole.*] Then these two duplicate papers were prepared by you with a view to ulterior measures, and they were to be used in case you should consider them necessary?—Yes; the object was to place the persons who adopted the petition in the position of the petitioners themselves, so that they might withdraw the petition if they felt it necessary or prudent to do so, either in the event of Mr. Barbour's retirement or in the event of their not being able to make out such a complete chain of evidence as would support the petition. If the Committee will allow me, I will hand in the petition, which was also in duplicate. It was adopted by the meeting, and was signed by the parties present. It is, in fact, the petition of the persons who attended the meeting.

> The Witness produced the petition referred to, signed by several electors of the Borough of Lisburn; and also duplicate copies of the paper referred to, signed William John Knox and Moses Bullick, and addressed to the Right Honourable the Speaker of the House of Commons; which paper was as follows:—"That the undersigned, William John Knox and Moses Bullick, being the petitioners complaining of an undue election and return for the Borough of Lisburn, hereby beg to inform you that it is not our intention to proceed with the said petition."

I should state that this resolution (*producing it*) was passed by the meeting: "That this petition be adopted and presented to Parliament, and that Messrs. Moses Bullick and William John Knox be requested to sign the petition on behalf of this meeting." Accordingly the petition was signed by Mr. Bullick and Mr. Knox, against the return.

516. Now, the next petition?—There was no other petition; the one I have produced is a duplicate of that which was presented to the House; it is precisely the same, except that it is signed only by two petitioners.

517. Mr. *Bonham Carter.*] By Knox and Bullick?—Yes.

518. They had not signed the resolution, I see?—No, because they are named in the resolution as the persons to sign the petition on behalf of the body.

519. Mr. *Walpole.*] By whom were those two documents, which you have produced, purporting to be withdrawals, prepared?—By me.

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520. What was done with them?—They were kept in my possession.

521. They are both signed?—Yes, the reason why I had them in duplicate was, that I was afraid of being late for the Belfast post.

522. Have you kept them in your possession ever since?—One of them; the other I sent over with the petition.

523. To your agents in London?—Yes.

524. Were they ever made use of?—No, they could not be without a resolution of the same body who had adopted the petition. I stated at the meeting that it was my intention to have them signed, but that they could not be made any use of except on a resolution passed by the body who had adopted the petition.

525. Was Mr. M'Cann aware that those documents had been signed?—He was.

526. The documents purporting to be withdrawals?—Yes.

527. Sir *Francis Baring.*] Were Mr. Bullick and Mr. Knox present at this meeting?—Yes, both of them.

528. They were present when you made that statement?—Yes.

529. And they must have heard you state that these papers which they were to sign purported to be withdrawals?—They should have heard me.

530. And it is your belief that they knew what they were signing?—I think so; I would not attempt to deceive them at all. I stated the thing publicly, and I should think Mr. M'Cann also stated it when he got them signed.

531. Did you instruct Mr. M'Cann to procure any other withdrawals?—Certainly not; nor did I hear of such a thing until I got notice by a special messenger of it, on the 25th, I think. I received, on the morning of the 25th, upon the arrival of the express train from Belfast, that document that has been put in, called a "disclaimer," by the hands of Thomas M'Crosky, who has been spoken of, accompanied by a note from Mr. Waring.

532. What was the note of Mr. Waring?—It is dated Lisburn, 25th March 1863:—"Lisburn Election.—Dear Sir,—I send you an extraordinary document arising out of Mr. M'Cann's nonsense in getting the petitioners to sign a document withdrawing the petition, for what purpose we cannot ascertain from him, but hope it is not for a bad purpose; he, however, will not give it up, and you will have to come down at once, as you are the only one likely to manage him or keep him in any bounds. I send M'Closkey, who can relate to you all the particulars. Yours very truly, Lucas Waring."

533. What did you do with that?—I forwarded it immediately by that post to my agents in London. That was written on the 25th.

534. Sir *Francis Baring.*] Having in your possession these papers withdrawing the petition subsequent to the time of the petition being presented, what authority had you for detaining them?—I stated distinctly at the meeting that those withdrawals could not be acted on without the same authority as that which had adopted the petition; the object was to simplify the matter, so that if the meeting assembled again, and came to a determination to withdraw the petition, they might be in a position to act upon

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that resolution at once, even in the absence of the individual petitioners.

535. Then they were left in your hands to be used according to subsequent directions?—Yes.

536. Suppose Bullick and Knox had chosen to insist on your forwarding them to the House of Commons, would you have done so?—They were constituent members of the body by whom the petition had been adopted, and they were acting with that body.

537. And do you say that they understood this arrangement to which you have referred?—Yes; they understood it perfectly well.

538. You had two withdrawals in your hands?—Two withdrawals; they were in duplicate.

539. And you were to use them or not, according to circumstances?—Yes, under the directions of the body, by a resolution, because I was subsequently asked as to that.

540. Mr. *Bonham Carter.*] Supposing those two persons who had signed this document, which became a valid document in your hands, had come to you jointly and requested you to forward it to the Speaker, should you have considered yourself bound to forward it or not?—No, I could not have done so without the direction of the persons whose nominees Knox and Bullick were.

541. *Chairman.*] You were very much astonished, I suppose, when you found that Mr. M'Cann had got this other withdrawal?—I was. I had perfect confidence in Mr. M'Cann at the time, and assumed that what he had done could not have been done for any improper purpose. I wrote to him on that occasion, and told him in my letter that I had forwarded the document to England.

(*The following Questions were put by the Chairman, at the request of Mr. M'Cann.*)

542. Will you be good enough to state who employed you with regard to this election petition?—The first employment I had was the day of the polling at Lisburn, which I think was the 21st February. I was spoken to by several of the electors on the subject, and they begged me to turn my attention to it, some of our men having unexpectedly on that day disappointed us.

543. Will you state the names?—I do not think that I ought to mention them.

544. Will you produce Mr. M'Cann's first letter to you on the subject of this petition?—Mr. M'Cann's first letter was a very short one, it is dated Lisburn, 3rd March 1863: "Dear Sir, I am directed by the committee who met this evening, to intimate to you that your letter to Mr. Jefferson was taken into consideration, and as Mr. Arundell will be here to-morrow, you shall have a full reply by to-morrow's post on the subject of the petition. Respectfully yours, A. M'Cann. *P.S.* Please inform us as to the time within which the petition must be presented." That letter was written by Mr. M'Cann to me, as solicitor to the committee.

545. Is that the first letter that you had from Mr. M'Cann?—It is the first letter I find here.

546. Have you any letter from Mr. M'Cann, in which he requested you to prepare a petition, and stated that he would endeavour to get up evidence in support of it, or did he write such a letter to you?—I cannot tell whether he did or not.

547. Is it not the fact that you were not employed by the committee to present the petition, but that you were especially employed by Mr. M'Cann?—That is a matter of inference.

548. Will you be good enough to produce Mr. M'Cann's first letter, if you have it?—I have no earlier letter here than that which I have produced; I have received no notice to produce any documents.

549. Is this (*handing a letter to the Witness*) your reply to Mr. M'Cann's first letter?—This letter is in my handwriting.

550. The letter is dated Gardiner-street, 4th March 1863, and is addressed to A. M'Cann, Esquire.—"My Dear Sir, I have to return you my best thanks for your very valuable letter of the 3rd instant, and have noted its contents which will be very useful in the event of a petition, which I hope you will all make up your minds to present. The case appears clear, and there is no alternative, and all that is wanted is courage and pluck. Anything I can do for you, you may command me. I return you Lord Hertford's letter. In haste, yours faithfully, J. H. Moore." Then there is this postscript:—"Private.—Persevere in your exertions, and note every, even the most trivial circumstance; but keep all the information you obtain as quiet as possible, as my experience teaches me that many a good cause is lost by premature disclosure. Keep secret, and no talk?"—That was about a fortnight after I had received my instructions from the Committee in Lisburn, and Mr. M'Cann seems to have profited by my advice, by keeping the thing secret.

551. Will you have the goodness to look at this (*another letter*), and say whether it is in your handwriting?—It is; this letter is headed "private." I do not know the contents of it, but I submit that this is not a proper course of examination. I did not object to Mr. M'Cann's letter being read, but I do object to letters passing between Mr. M'Cann and myself being brought forward in public.

552. Who furnished the letters, copies of which have been sent to the Committee?—They are public letters. I have not put in any of Mr. M'Cann's letters to me.

It was intimated to Mr. M'Cann that the Committee desired to limit the examination strictly to the matters referred to them by the House, and that they considered it unnecessary, at least for the present, to go into the question as to the relative positions of Mr. Moore and Mr. M'Cann.

553. You state that there was a committee in existence; who convened the meeting of the committee at which the petition was signed?—I cannot tell you, for I was not there.

554. Do you know who composed that committee?—I do not know; I do not think that the meeting at which the petition was signed was a committee meeting; I understand it was a meeting of Conservative electors.

555. Then you cannot tell who convened the meeting?—No, I cannot.

556. Had the committee of which you have spoken, a secretary or a treasurer?—To what committee are you referring?

557. The committee that authorised you, as you state, to present the petition?—They are named here (*referring to the Petition before produced*). If it is necessary, I will read the names of the parties; it was not a committee meeting at

at all, as I understood, but a public meeting of Conservative electors, but who convened it I cannot tell.

558. Who are your clients in this case?—The persons who signed this petition.

559. Will you state their names, if you please?—"J. Ward Coulson, David Beatty, Lucas Waring, William Stevenson, James S. Dawson, William Tumelty, Hugh Kelly, Henry Dickens, Jacob Bannister, Thomas M'Closkey, John Belshaw, Thomas Dornan, William Blackburn, Samuel Young, George Thompson, Redmond Jefferson, James Allen, Thomas R. Pelan." And then there is this: "I was not at the above meeting, but I fully concur in the prayer and petition passed thereat.—J. Richardson."

560. How much money have you received from those parties?—I will not answer that question unless the Committee desire it.

561. Will you look at this letter of yours to Mr. M'Cann, dated the 19th March 1863?—That is my handwriting.

562. Do you object to its being read?—Not at all.

563. The letter is dated Gardiner-street, 19th March 1863, and is addressed to A. M'Cann, Esq. "Dear sir, I well send you, I hope, a number of warrants down to-morrow. I wrote for them yesterday. Could you let me have the second Christian name of Mr. Barbour's clerk, Brown. His first Christian name is Daniel. What are we to do for funds? Nobody appears willing to contribute. Yours faithfully, James H. Moore," Are you and Mr. Waring two of the sureties who signed the recognizances which were perfected in this case?—I am anxious to know whether the Committee hold that that is within the terms of the reference; the recognizance is before the House.

564. I think it is a fair question?—We are.

565. Are you not aware that the Conservatives of Lisburn have absolutely refused to take the slightest interest in this petition?—The answer to that question is the document which I have in my hand—(*the Petition before produced.*)

566. Is this letter in your handwriting (*handing a letter to the Witness*)?—Yes.

567. It is dated Gardiner-street, 25th March 1863. "Dear sir, I received your telegram, and will go down by five train to-morrow instead of the one, and arrive in Lisburn at nine. I have made this change owing to my not being able to get the parties together in London on Saturday, or until next week, so that I will devote Friday in taking the evidence. I enclose you a list of the witnesses I could wish you have for me to see on Friday, and let them come to me separately. I trust they will be got to come, and not let me have my journey for nothing. I confess I was rather surprised this morning at being handed a document signed by W. J. Knox and Mr. Bullick, alleging that you in my name obtained from them a letter to the Speaker withdrawing the petition. I am quite sure you have no intention of making any improper use of such a document, but I must candidly tell you that the act was a most improper one, and one which might involve very serious consequences to yourself, should it come before the House of Commons who are very jealous of any unauthorised interference. Such a document would be utterly useless as a withdrawal of the petition, for any such withdrawal should come through the petitioners' Parliamentary agent. As was my duty, I have forwarded the paper received by me to our Parliamentary agent, but I have at the same time informed him that I have no doubt that you had no intention in obtaining such a document of making any improper use of it. With respect to myself, personally, I must say that I feel considerable disappointment. I have treated you all through with confidence, relying on your zeal and judgment, and I think you should not have made any such use of my name. I will expect you to hand me the paper on my arrival in Lisburn. Yours truly, James H. Moore." What is the improper use of the document to which you refer in that letter?—Presenting it to the Speaker.

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568. Why?—Because, as I state there, it was an unauthorised interference.

569. What was the object of your having a second withdrawal?—I have already stated to the Committee that I prepared that document and the petition in duplicate.

Mr. WILLIAM BARBOUR, called in; and Examined.

570. *Chairman.*] YOU are the father of the sitting Member for Lisburn?—Yes.

571. Do you recollect the 24th of March?—I do, well.

572. Where were you on that day?—In Lisburn market.

573. Was any communication made to you on that day by Mr. Bullick, relative to the Election Petition against your son?—There was a message delivered to me, purporting to come from Bullick and Knox, stating that they wished to speak to me, but that they did not like to be seen speaking to me in the public street, and that they would like to speak to me in the road, on my way home.

574. By whom was this message brought to you?—By Thomas Wilson; he is here; I at first refused to have anything whatever to do with them.

575. Who is Thomas Wilson?—He is clerk to the petty sessions clerk in Lisburn.

576. Will you state what occurred when you saw Mr. Wilson?—I told Thomas Wilson that I would have nothing whatever to do with either Bullick or Knox; he then went away from me, but he afterwards came back, and said that perhaps it might be as well if I did see them; I then told Mr. Wilson that I would meet them on my way home, provided he would come with me as a witness to any conversation that might take place between us. I very shortly afterwards went towards home; and at Mr. Gregg's gate Bullick was standing; the path was on that side of the road, and he said he would rather go over to the other side of the road, where there would be no chance of people passing to and fro; we then went across to Mr. Cosgreave's entrance, on the other side of the road; I asked him where Knox was, and he said he was above; but that he was afraid or ashamed to be seen speaking to me in public; and that he had come down to deliver the message.

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577. What was the nature of his communication to you?—He said he regretted very much that

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he had had anything to do with the petition against my son; that he was a warm-hearted man, and that he had been easily led to do what he had done; that that could not now be helped; but that he had to tell me that he had that day, with Knox, signed a withdrawal of the petition, and he wished to warn me of it, lest any use should be made of that withdrawal to get me trapped into coming to any terms that might bring harm either to me or to any of my family.

578. Do you distinctly state that he told you he had signed a withdrawal?—Most distinctly; he repeated it over and over again; he said that both he and Knox had signed it; this was about half-past twelve o'clock in the day

579. Had you any further communication with him on the subject?—Neither before nor since; I never spoke to him on the subject afterwards, nor did I send any message to him; and I was quite surprised that he should have sent a message to me.

580. Mr. *Walpole.*] What hour in the day was it when you saw him?—About half-past twelve; I had been in a butcher's shop; Wilson came up to me and said that they wanted to speak to me, and I told him I did not want to have anything to do with them, but I afterwards agreed with Mr. Wilson that I would see them.

(*The following Questions were put by the Chairman at the request of Mr. M'Cann.*)

581. Had you any previous knowledge of the withdrawal having been signed through Mr. M'Cann?—I had no knowledge of it through Mr. M'Cann, or through any one else; that was the first I heard of it.

582. Did you ask Bullick if he would allow you to telegraph to your son that the petition was withdrawn; and did he refuse to allow you to do so?—Nothing of the kind occurred; I asked him no such question.

583. Did Bullick warn you not to have anything to do with the withdrawal he had signed?—It was not put in that shape; I will repeat his words; he said, "My object in calling is to caution you, lest you be led into any trap that may be laid either for you or your family by the use of that withdrawal;" or something to that effect.

THOMAS WILSON, called in; and Examined:

Mr. *Thomas Wilson.*

584. *Chairman.*] WHAT are you?—I am Assistant Clerk to the Petty Sessions at Lisburn.

585. Do you remember the 24th of March last?—I do; that was the date of the withdrawal of the petition.

586. Were you charged with any message to Mr. Barbour on that day by any persons relating to the withdrawal of the petition?—Yes, a person named Bullick, one of the petitioners, came to the office where I was on that day; I was rather busy, it being market-day; I was taking instructions for summonses, and such things as that. He seemed in a very great hurry, and asked could I make an appointment with Mr. Barbour, as Knox and he wanted to see him on very important business. I said I would speak to Mr. Barbour; and accordingly I did afterwards see Mr. Barbour; but I should tell you that he appointed a certain place on Mr. Barbour's way home at Mr. Gregg's gate. Mr. Gregg's gate and Mr. Cosgreave's gate are close together, only on opposite sides of the road. He said that if Mr. Barbour would come, they would meet him there. I asked him, "Is this a trick?" because there had been so much dodging about Lisburn that I was afraid he wanted to get us into some row. Upon my saying that, he put up his hands and said, "So help me God, it is no trick." I said, "Very well; I will believe you." I saw Mr. Barbour a short time afterwards, and told him what Bullick had said; but he refused to go, because he said he believed they were going to play him some trick. However, I said I believed Bullick was stating the truth, and that if he (Mr. Barbour) would go, it could do no harm. Mr. Barbour said that if he went, it must be on the condition that I would go with him; and I accordingly closed the office and went with him.

587. Were you present at the conversation that ensued?—I was, but Bullick was the only person who appeared.

588. Will you have the goodness to state what the conversation was?—I cannot state the exact words that passed, but as near as I recollect, he stated, during the conversation, that he had that morning signed a withdrawal of the petition, and that it was in the hands of a person named M'Cann; we all knew M'Cann very well about Lisburn; he said it was in the hands of M'Cann. Those, I think, were his words; but he said he was afraid M'Cann was going to get Mr. Barbour or his family into some snare or plot; that he was going to use the paper he had signed for an improper purpose. Mr. Barbour could not very well understand what he meant; at least, I think so; he said, "What do you mean;" looking round for Knox, and asking where Knox was. Bullick said that Knox was in the planting, close by, and that they did not want to be seen speaking to Mr. Barbour. Mr. Barbour said, "What do you mean, Bullick?" Bullick said that he had signed a withdrawal that morning, and that he had no ill feeling against Mr. Barbour or any of his family, and that he had, therefore, come down to warn him against M'Cann. Mr. Barbour said that he had a queer way of showing his kindness, referring to his having signed a petition to unseat his son; Bullick said he could not help that, but that he had signed a withdrawal that morning; that he was too open and straightforward a fellow, and that, therefore, he was led into things that he would not otherwise do.

589. Are you quite sure that he used the word "withdrawal"?—I think he did; I am almost certain he did; and I will tell you why I have no doubt about it; because after we came to the town again, and I got to the office, I thought I had better put down what had passed, for fear they should try to make use of the conversation; and accordingly, I did put down a memorandum of the words that had been used, as nearly as I could recollect; and I put down the words "withdrawal of the petition."

590. Have you got that memorandum?—I have.

591. Have you got it here?—I have it in my pocket; I also wrote a letter afterwards to Mr. Kennedy, and I have brought them both (*producing them*).

592. Let

592. Let us have merely the memorandum which you took down at the time; read that part of it which refers to Bullick stating that he had signed a withdrawal?—It says, "That Knox and he had that morning signed a petition to withdraw the former petition;" those were the words that I put down, "but that M'Cann had possession of it, and was going to try and get Mr. Barbour and his family into a plot laid for them; but that he and Knox came to inform Mr. Barbour of it. In reply to a question put by Mr. Barbour, he again stated that he had signed a petition to withdraw.

593. How far were you from them when this conversation passed?—I was quite close.

594. Is it possible that you could have been mistaken as to the purport of the conversation?—Quite the contrary; I was close to Mr. Barbour, and Mr. Barbour would not have gone there without me.

595. How soon afterwards did you make the memorandum to which you have referred?—Immediately afterwards.

596. And you went there for the purpose of being a witness to the conversation?—Yes, because Mr. Barbour was afraid they would get him to make some admission, and he would not have gone there if I had not urged him to go.

(*The following Questions were put by the Chairman at the request of Mr. M'Cann.*)

597. Mr. Barbour is a magistrate, is he not?—Yes.

598. You were aware that he was hard of hearing, were you not?—Yes.

599. And therefore you would hear distinctly anything that was said to him by Mr. Bullick?—Yes; what was said was not said in an undertone at all; quite the contrary; but he did seem a little flurried and uneasy for fear any person should see him.

600. When you say he seemed a little flurried and uneasy, who do you mean?—Bullick.

601. Did you see Knox on that occasion?—Not there, but I saw him afterwards in the petty sessions office in the court-house.

602. At what hour in the day?—I could not say; but it was not long after the conversation with Bullick, of which I have spoken.

603. Will you state, if you please, what occurred between you and Knox?—I had a conversation with him something similar, and I said to Knox, "It is a wonder he would allow you to put your finger in." I said, "If he was going to withdraw the petition, why did he not withdraw it himself and take the credit of it;" and I asked him if he would sign another withdrawal if it was wanted, and so do Mr. M'Cann; that is what I said.

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604. What did he say to that?—He said he would not like to do it without seeing Bullick, and he left me on the distinct understanding that he would go and see Mr. M'Cann and try to get the withdrawal from him, and he said that if he could not, he would come back to my house that night and sign a withdrawal of the petition, and accordingly I waited in the house that night for him, but he never came. I should say that after I had seen Knox, I went down and told Mr. Thomas Barbour, the brother of the Member, of the conversation, and we felt certain that day that we were going to get the withdrawal signed.

605. Did you understand that they came to Belfast for the express purpose of endeavouring to force that document from Mr. M'Cann, while at the same time they were prepared to sign another?—I could not say what their purpose was, but he left me in the evening to go and get the document from Mr. M'Cann.

606. And he told you that if they could not get it, they would sign another?—He told me that.

(*The following Questions were put by the Chairman at the request of Mr. Moore.*)

607. If it has been stated by Bullick that Thomas Wilson, the clerk of Mr. Kennedy, on Saturday night, the 21st of March, came to his house about 7 o'clock at night, and asked him to withdraw his name from the petition, and that he (Bullick) said he would not take 100*l.* to do so, is that the fact?—I believe it is the fact; I do not think that that about the 100*l.* is the fact, but he said he would not take any consideration without the consent of his party, so as to be called traitor and Lundy, but he said there was to be a committee meeting, and he would use his influence to have the petition withdrawn.

608. Did he go on to say that if the petition was withdrawn through the Conservative committee he had no objection, and did you upon that say "Do not mention 100*l.*; put a price upon it"?—That is an untruth.

Mr. ALEXANDER M'CANN, called in; and Examined.

609. Mr. *Walpole.*] THESE two petitioners came to you on the 24th?—Yes.

610. And did they desire to have their notice of withdrawal returned to them?—I called on them with that withdrawal at Lisburn on that morning about 9 o'clock; Mr. Bullick, who was a painter and glazier, was working in the house of a Mr. Allen with whom I lodge, and I sent upstairs for him to say I wanted to speak to him in the parlour; he came down; I was then at my breakfast; I told him that I required him and Mr. Knox to sign another withdrawal of the petition, and that I would draw it out as soon as I had got my breakfast, and call upon him, after Knox had signed it, for his signature; after I had got my breakfast I drew out the document, and went down to Mr. Knox's with it; I saw his wife and him together in the drawing-room; they requested me to go up, and I did so; and we sat down on each side of the table: I took out the document, and I said, "Now, Mr. Knox, here is a document; it is a third withdrawal of this petition against Mr. Barbour, I think the time has come when that gentleman should get no further annoyance, and since the Conservatives of Lisburn take no interest in the matter whatever, and since I have suffered so much personal loss and inconvenience, and made so many enemies, I think the time has come when I should cease that course, and let Mr. Barbour remain in Parliament, as he ought to do;" I then said, showing him the withdrawal, "Read that, if you

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you please, before you sign it;" he read it over silently to himself, his wife standing on the opposite side of the table; and when he had read it over he said, "That is precisely a similar document to what Mr. George Pelan wanted me to sign yesterday, which I refused;" "Yes," said I, "but you have confidence in me;" "Precisely so," he said; I said "Then you are aware this is the third withdrawal, and this you will sign at my request;" "Yes," he said, and he signed it without the slightest degree of hesitation, and he expressed himself gratified and pleased at my former conduct; I then retired, bidding him good morning, and went up to Bullick's, in Castle-street; he was at a Mr. Duncombe's, a woollen draper, painting; I sent for him, and when he came Mr. James Vernon happened to be in the kitchen, or to come into it while Mr. Bullick and I were present; I laid down the document, and said "Now, Bullick," or "Now, Moses, that is the document, or the withdrawal of the petition of which I spoke to you this morning."

611. Was this in the presence of Mr. Vernon?—Yes; Mr. Vernon might not have been paying any particular attention to the conversation; but I said to Mr. Bullick, "You had better read that before you sign it;" to which he replied, "I need not read it, as you explained it to me this morning;" he then signed it, and I, in the course of a few minutes, left the house, having to go to Belfast by the 11 o'clock train; there can be no doubt that that man perfectly understood the nature and meaning of the document he signed.

612. Now go, if you please, to what took place at the meeting in the evening at Belfast?—I went to Belfast on business at 11 o'clock, and it might have been about eight or nine o'clock in the evening, as near as I can recollect, that I saw them; I had been to Mr. Ingram's during the day, and had been out on business, and called in again previously to my returning to Lisburn by the half-past nine o'clock train; on my going in I met Mr. Bullick, Mr. Knox, Mr. James Dawson, the brother-in-law of Mr. Knox, and Mr. Segrave, whom I saw here to-day, and who is clerk to Mr. Lucas Waring; I said, "Halloa, gentlemen, what is wrong," or words to that effect; so Mr Bullick got up, and they looked one at the other, and Mr. Bullick said, "Will you show us that document which we signed this morning?" "Not in this bar-room," said I; "this is not a proper place to show it you in, but if you will walk up stairs into the drawing-room, I will show it to you with pleasure;" they then went up stairs with me, leaving Mr. Segrave sitting in the little parlour; when we got up stairs, I pulled out the document and read it; I said, "Is not that the document you signed this morning; there are your signatures to it;" they admitted it; Bullick wanted to have it from me; I said, "No; what did you give it to me for? I decline to give it you again."

613. You refused, then, to give the document?—Yes; then I saw him pull out a knife, and I said, "Is it physical force that you are going to resort to to take this document from me; what is the meaning of this strange conduct?" he said, "Will you give it to us?" "Certainly not," I said; so when they found that I declined to give it to them they gave the thing up; we went down stairs, and we all went home together by the half-past nine o'clock train.

614. *Chairman.*] Why did you refuse to give them the document they had signed?—Because I saw evidently, when I found Mr. Segrave was with them, that there was something I could not comprehend, and I did not want to be bullied into compliance; it was evidently their desire to force me to give up the paper.

615. You had taken that document from them in the first place as their agent, had you not?—Yes.

616. If a person signs a document, and hands it to you as his agent, and afterwards wishes to withdraw it from you, do you consider yourself justified in keeping it back from him?—I thought it was not right to give it up to them for them to use in a way different from that which was intended, seeing they were under the influence of Mr. Segrave.

617. When you speak of its being used in a way different from what was intended, do you mean different from what you intended, or different from what the persons who signed it intended?—Of course they intended to withdraw the petition, and they knew perfectly well that it was a regular withdrawal of the petition when they signed it.

618. But they were the parties who signed the petition, and they were the persons, surely, to withdraw it, were they not?—Yes.

619. Did you consider yourself, as their agent, entitled to act directly against their wishes?—Not against their wishes; but they did not hesitate for a moment to sign the two former ones for me, and that was a third one.

620. On the same day that they had signed that document, they came to you to get it back? That was at night in Belfast.

621. Did you consider yourself justified in refusing to give them back a document which you, as their agent, had received from them?—I did, considering they were under the influence of a person who I knew had a bad feeling, and was disappointed at the petition being withdrawn; I believed that he had an object in view in having Mr. Barbour unseated; I believed that Mr. Segrave expected some compensation hereafter for any services he rendered in getting up evidence against Mr. Barbour, and therefore I felt justified in refusing to give up the paper at the instigation of a person who was acting such a selfish part against Mr. Barbour.

622. What reason had you to assume that he was acting a selfish part against Mr. Barbour?—I saw it by the course he took in the parlour; he would not speak to me; he treated me with contempt; I saw plainly that he had taken some umbrage for no cause, for we had never had the slightest unkind word, quite the reverse; we were slightly acquainted, but not intimately; he had assisted me in getting up evidence in support of the petition.

623. This was on the night of the 24th of March?—It was.

624. You received on the next day, or shortly afterwards, a letter from Mr. Moore?—Yes.

625. Requesting you to return the document?—Yes; and when Mr. Moore came to Lisburn he never asked me for it.

626. Mr. *Walpole.*] But he asked you for it in that letter, did he not?—Yes.

627. Why did you not give it him?—Because I did not consider that I had any right to do so.

628. Had you ever any instructions from either of the petitioners to proceed to present a notice or document withdrawing the petition against the return of Mr. Barbour, after the night of the 24th

24th of March?—Neither to withdraw the petition, nor the contrary.

629. It was all silence?—Yes; and I still retained the document, and did not present it to the Speaker till the 15th of April.

630. Sir *William Miles.*] When did you forward it from Ireland?—I came here specially to do it myself.

631. When did you deposit it?—I think on the morning of the 15th.

632. The 15th of April?—Yes; having it all that time in my possession, and I never was asked for it by the parties.

633. *Chairman.*] Had you any communication with reference to that document from either of the parties between the 25th of March and the 15th of April?—None whatever, except what I put to Mr. Knox to-day. I asked him, "Had you not perfect confidence in me?" He said, "Yes." I then asked him "Was that confidence abused?" and he said "No." He told me he was sorry for what had occurred, and I said "Very well, let that be enough."

634. When did that occur?—Eight or 10 days afterwards, on the occasion of Mr. Moore coming to Lisburn to complete the evidence, as he thought, in support of the petition.

635. Had you any communication with Mr. Moore at that time?—Yes; I had written to him in the meantime, and received the letter which has been produced here to-day; this must have been about the 30th of March.

636. Did he make no allusion to the fact of your not having returned the document that he had requested you to return?—Not the slightest; Mr. Moore knew that I had it, and the petitioners knew that I had it, and neither the one nor the other ever made the slightest objection to it.

637. Sir *William Miles.*] Did not the petitioners ask you to give it to them, and did not Mr. Moore, in his official capacity, write to you to demand it?—He wrote to me to say that he hoped I would give it up, but when he came to Lisburn he never asked me for it; and when I explained the matter to him, he said he had perfect confidence in me.

638. If persons for whom you act as agent place a document which they have signed in your hands, and if afterwards they and their legal adviser on their part request that what they have placed in your hands as their agent may be given up to them, do you not, as a legal man, think that you are bound to give it up?—I did not think that I was under Mr. Moore at all; I employed Mr. Moore at my own expense.

639. Mr. *Walpole.*] How soon were you aware of what they call the disclaimer?—Not until I got Mr. Moore's letter, which is in evidence.

640. That was on the 25th of March?—Yes.

641. On the 26th of March you knew that the disclaimer had been prepared?—Yes, I knew it through that letter; I never heard of it otherwise.

642. As you had a notice of withdrawal in your hands, which the petitioners had desired you to give back to them, and as you had an intimation that those same petitioners had caused to be prepared a document which purported to be a disclaimer of the withdrawal of the petition, is it not extraordinary that, without further instructions, you should have presented the notice of withdrawal?—When I saw the document for the first time in the hands of the Speaker's secretary, on the morning when I presented my withdrawal, I felt so astonished at what I knew to be falsehoods——

643. That is not an answer to my question. I understand you to say that on the 26th of March you were aware that a document had been prepared which was called a disclaimer; that is, a document disclaiming the withdrawal of the petition which you had in your possession?—Yes.

644. And you had a knowledge from the petitioners themselves that they wanted back from you their notice of withdrawal?—Yes, I have said so.

645. Both those facts were within your knowledge?—Yes.

646. Then I ask you this: Do you not, as a professional man, consider it rather an extraordinary proceeding that without taking further instructions you should have presented the notice of withdrawal, which the petitioners themselves had desired to have back, when you knew that those same petitioners had also prepared a document called a disclaimer, in order that the notice of withdrawal should not be acted upon?—If the petitioners had come to me and said they wished it back, and if they had asked for it in a proper way, without acting under the influence of any selfish party, I should have had no hesitation it giving it up to them.

647. I am speaking to you as a professional man; and I am asking whether you do not think that in the ordinary course of professional business you ought, under the circumstances, to have obtained fresh instructions from the petitioners before you presented the notice of withdrawal?—That did not occur to me.

648. Do you not now see that the course which you took was rather an extraordinary one?—Is it not strange that they never asked me for the document afterwards, when they knew that I had it?

649. *Chairman.*] But they asked you clearly enough for it at the time?—They did at the time.

650. Mr. *Walpole.*] They never countermanded, as it were, the desire which was expressed on their part to have the document back?—I say that if they had asked me for it, and if I had not known them to be under the influence of a party who was interested in pressing on the petition from selfish motives (I am alluding to Mr. Segrave and others), I would at once have given them up the paper; but I saw that they were acting under the influence of this man, who drew up this document as I understood, and I felt that I should not be justified in giving it up.

651. Do you think then that, under the circumstances, you were justified in presenting it to the House of Commons?—Well, sir, I was not aware that the disclaimer had been presented to the House.

652. Sir *William Miles.*] But you were aware of the existence of the disclaimer?—Only through this letter of Mr. Moore's.

653. You were aware that there was a disclaimer presented to the House of Commons?—Mr. Moore's letter alone informed me of it.

654. But Mr. Moore was acting as the agent of the petitioners at the time?—I employed Mr. Moore to put in the petition.

655. Mr. *Walpole.*] You are speaking now of the petition against the return of Mr. Barbour; but Mr. Moore was, at all events, the solicitor of the

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the petitioners with reference to that disclaimer, was he not?—No, it appears not; Mr. Waring, a local solicitor of Lisburn, was their solicitor for that purpose.

656. But, at all events, you were not the solicitor to the petitioners, with reference to the disclaimer?—No.

657. Mr. *Bonham-Carter.*] Do I understand you to say that the justification, in your mind, for retaining this withdrawal was that you were the active party in presenting the petition in the first instance?—I considered that I had a perfect right to act as I did, from my having been the cause of the petition being presented, and from the evidence, up to a certain extent, having been got up by me; and then, when the time came that I saw I could not, without serious loss to myself, go on successfully in getting up evidence, I felt that the time had arrived for giving up the petition.

658. Then you considered yourself to be the agent of these petitioners, who had consented at your request to sign the petition?—Decidedly.

659. So that you were the moving party and they were not?—Yes.

660. That is your justification?—Yes.

661. Sir *Francis Baring.*] How did the petition originate; did it originate in a public meeting?—It was a kind of public meeting: there were perhaps, as nearly as I can recollect, some 20 or 25 persons present.

662. And were there resolutions passed at that meeting?—Indeed there were not. Mr. Moore came down with the petition in his pocket, at my request, in consequence of my letter written on the 3rd of March, and with the recognisances and the two withdrawals, all ready to be signed by the two petitioners.

663. Was there any explanation given at that time to the meeting, that those withdrawals, which were then signed, were not to be used without further instructions?—They were not named on that occasion at all; I never heard of their being named in that Committee at all; it was on the occasion of the next morning that Mr. Moore asked me to go down and get the parties to sign them, which I did.

664. Was there no explanation whatever given at that meeting?—To my knowledge, decidedly not.

665. Were the two petitioners present at that meeting?—They were: and I refused to allow Mr. Bullick to sign the petition for a length of time, because I had known that he was rather of an unsteady disposition, and was in the habit of taking drink. I would rather have had some other person sign it as a more steady person, and therefore I prevented him for a considerable time.

666. Did you suppose that you were acting on behalf of this kind of public meeting?—Yes.

667. Did you receive from that kind of public meeting, or from anybody on their authority, power to withdraw the petition?—In fact, after that petition was presented, the so-called meeting of Conservatives of Lisburn refused to take the slightest interest in the petition, stating in effect that they wished the petition to be withdrawn, and that Mr. Barbour should be allowed to remain in Parliament.

668. Did they resign the petition, and leave the matter in your hands entirely?—Yes; the whole conduct of the petition and the getting-up of the evidence was left entirely to me; and on Mr. Moore's visit to me after the 25th of March, to complete the evidence, he told me that, of course, without me he could not go on with the matter.

669. Except by this withdrawal, which was obtained under the circumstances which have been disclosed before the Committee, you received no power from anybody whatever to withdraw the petition?—No, because in fact the Committee took no interest in it whatever. The fact is that there is no Committee in existence; that is the plain fact.

670. Mr. *Walpole.*] I think you have said that you addressed your letter to the Speaker on the 15th of April?—I think so.

671. Had the disclaimer been addressed to the Speaker at that time or not?—I found then, for the first time, that it had been sent in three weeks before that.

672. Did you find that out before you addressed your letter to the Speaker?—I did not indeed; it was after that that I knew the disclaimer had been sent in.

673. Then you addressed that letter to the Speaker, in ignorance of the fact that the disclaimer had been sent in?—Entirely so.

674. You presented the notice of withdrawal, I suppose, under the 8th section of the Act of the 11th and 12th of Victoria?—Yes.

675. I see by that section it is provided, "That the petitioner may, at any time after the presentation hereof, withdraw the same, upon giving notice in writing under his hand, or under the hand of his agent, to the Speaker, and also to the Sitting Member or his agent, and also to any party who may have been admitted to oppose the prayer of such petition, that it is not intended to proceed with the petition." Did you send any notice of withdrawal to the Sitting Member, at the same time as you sent it to the Speaker?—No, I did not.

676. Then your notice was simply to the Speaker of the House of Commons?—Yes, I thought that was sufficient.

(*The following questions were put by the Chairman at the request of Mr. Moore.*)

677. Did you receive any offer, equivalent to an offer of a sum of 5,000 *l.*, from Mr. Barbour if you would withdraw the petition?—Indeed, I never did.

678. Nor any other offer?—Nor any other offer; and if it had been made, I would have refused it.

679. Did you write stating that you had?—I did.

680. Mr. *Walpole* (to Mr. *Moore*).] Were you the agent in regard to what is called the disclaimer which was lodged in the House of Commons?—Yes.

681. When was it lodged there?—I forwarded it to my Parliamentary agents on the 25th of March; that was on the day I received it.

682. I want to know if you can tell me (or, if not, who is the Parliamentary agent who can tell me, when the disclaimer was lodged in the House of Commons?

Mr. *Spofforth.*] Mr. Moore forwarded it to me, and I took it to the Speaker as soon as I received it.

Mr. *Walpole.*] Was that on the 26th?

Mr. *Spofforth.*] On the 26th I took it to the Speaker's secretary's room.

Mr.

Mr. *Walpole.*] Was any notice sent to Mr. M'Cann that that disclaimer was lodged?

Mr. *Spofforth.*] No, not by me.

Mr. *Walpole.*] You have no reason to think that Mr. M'Cann was informed that the disclaimer had been lodged?

Mr. *Spofforth.*] No. I thought that if the withdrawal of the petition got into the hands of the Speaker, the petition would be gone, and that it was my duty to prevent that by sending in the disclaimer.

Mr. *Walpole.*] But you did not give notice to Mr. M'Cann that you had lodged the disclaimer?

Mr. *Spofforth.*] No, I did not.

683. Mr. *Walpole* (to Mr. *Moore*).] Did you give any notice to Mr. M'Cann that the disclaimer had been actually lodged?—No, I did not consider it necessary.

Mr. *A. M'Cann.*
29 April 1863.

Mercurii, 6° *Die Maii*, 1863.

MEMBERS PRESENT:

Sir Francis Baring.	Mr. Walpole.
Mr. Herbert.	Mr. Ker Seymer.
Mr. Bonham-Carter.	

THE RIGHT HONOURABLE H. A. HERBERT, IN THE CHAIR.

Mrs. MARY JANE KNOX, called in; and Examined.

Mrs. *M. J. Knox.*

29 April 1863.

684. *Chairman.*] YOU are the wife of William John Knox, of Lisburn?—Yes.

685. Were you present on the 24th of March last, when Mr. M'Cann brought your husband a document to sign?—Yes, I opened the door for him.

686. Were you present when he signed it?—Yes, I was.

687. Did any conversation pass between them as to the nature of the document that your husband signed?—None whatever; only for further evidence.

688. Will you have the goodness to state to the Committee, as shortly as you can, exactly what happened during that interview?—Mr. M'Cann came in and said that he had had a letter from Mr. Moore that morning, stating that he wanted further evidence, and he pulled out a lot of papers and threw them on the table, and he said to my husband: "William, put your name to that," and showed him where to write his name. I was standing at this end of the table (*describing the position*), and what I am telling you happened at *this* end, and it was momentary; he put it into his pocket, into his breast pocket again, and he said now he was in a position to show Mr. Barbour how to tamper with him or his principles, for that, through their agents, yesterday he was bid 5,000 *l.*, and he would learn them how to tamper with him or his principles, and that he would take their handwriting, and he would then show some bribery, and get Mr. Barbour four years' imprisonment; those were the words he used; and when I heard that said I did not know where I was standing, and I said: "Mr. M'Cann, you will get yourself shot," and he told me not to be frightened, and I said many a one was shot for less than that; and he said a million of money would not purchase him, and he would not turn himself round, but he would show the Conservatives of Lisburn what he was.

689. Were you present during the whole time he was in the house?—I was, and I opened the door to him; my husband was dressing when he came to the house, and he did not wait to finish his dressing, but put on his coat, and came out, and Mr. M'Cann said it would be another link in the chain for further evidence, and that he had a letter to send by mid-day post to Mr. Moore, as he had a letter one time in the day, and Mr. Moore another.

690. Did your husband ask him to tell him what was in the paper?—No, he never did; but unfortunately I said to my husband, seeing that Mr. M'Cann was in a hurry, "Mr. M'Cann would not bid you do what was wrong," and that is where I was in fault. I never heard what was in the paper, nor anything further than that; but that same evening Mr. Barbour called on me with another paper for my husband to sign (Mr. Barbour the present Member's brother); he asked for my husband, and I did not know him, and I asked him was it particular, and he said yes, it was very particular, and I asked him his name, if he pleased, and he said he was Mr. Barbour's brother; and I said, "Sir, it is something about the petition, and if it is for my husband to take his name from it, he will not do it."

691. Did anything more pass in the morning?—No.

692. Nothing more passed between Mr. M'Cann and your husband?—No, nothing more. He did not see him during that day; but I told my husband when that happened, to see if Mr. M'Cann had authority for that paper.

(*The following Questions were put by the Chairman to the Witness, at the request of Mr. M'Cann.*)

693. Did not Mr. M'Cann, when he went into the drawing-room, tell your husband in your presence, that the document he tendered to him for his signature was a withdrawal of the petition, and did he not ask him to read it previous to signing it?—No, he did not.

694. Did not your husband read that document in your presence quietly and silently over to himself at the corner of the table before he signed it?—No; if he had had six eyes he could not have done it. Mr. M'Cann said, "Write your name there." It was done momentarily.

695. Do not you know that your husband took at least six or eight minutes to read the document over, and did not Mr. M'Cann tell him expressly that it was a withdrawal of the petition; and did he not read it over, and then sign it without the slightest hesitation?—No, he did not read it.

696. When the document was read over by your husband, did you not congratulate Mr. M'Cann, and say "Thank God, we have one manly man in Lisburn"?—No; I never said the words.

690. Did

697. On

697. On that occasion, did not your husband say before he signed the paper, that Mr. George Phelan had presented him with another document yesterday, which he had refused to sign for him?—No, he did not.

698 Sir *Francis Baring.*] What time was it when you saw Mr. Barbour's brother?—I should say between 15 and 20 minutes past six in the evening.

699. The same day?—Yes, the same evening. Mrs. *J. Knox.*

700. At what time did your husband go to Belfast?—I think by the six o'clock train. It was in the evening.

701. Was this before your husband left or after?—It was after my husband left, for Mr. Barbour asked me was not my husband there 20 minutes ago, and I said he was there a short time ago, and he insisted on me getting my husband.

Mr. JAMES VERNON, called in; and Examined.

702. *Chairman.*] WERE you present on the 24th of March last, when Mr. M'Cann came to obtain a signature to a document from Moses Bullick?—Yes. Mr. *J. Vernon.* 29 April 1863.

703. You were actually present?—I was present.

704. What time in the morning was this?—I think about 10 o'clock, as nearly as I can recollect.

705. In what place was it?—In Mr. Bullick's own dwelling-house.

706. Were you there when first M'Cann came in?—Mr. M'Cann was in before me; but I could not say how long. When I went in they were in conversation, and seeing them in conversation I wanted to leave; but Mr. M'Cann told me not to go, for there was nothing particular that he cared for, and he turned to Bullick; and, I am not particular as to the words he said, but I know "Knox" was in the words; as much as he had been with Knox; I took it so; and then they both turned and went to a table, and he took a paper. I suppose he took it from his pocket; but I did not see where he took it from, and he it unfolded on the table, and reached Mr. Bullick a pen, and Mr. Bullick wrote on the paper; and when he wrote, he said, "You need not be afraid. You see Mr. Knox's name before yours." And at the time he was writing, he said, "This will enable me to procure stronger evidence;" and he took a little bit of paper.

707. Did you hear any conversation between them on the subject of the paper?—No; I recollect no conversation in reference to the paper, only it was to gain evidence. That was the principal word I heard with reference to the paper; and he folded the paper, and put it, I think, in his pocket, and they both left together.

708. They both left the house?—Yes.

(*The following Questions were put by the Chairman at the request of Mr. M'Cann.*)

709. Did not Mr. M'Cann tell Bullick that the paper was the withdrawal of which he had spoken to him the morning previously?—No; the word "withdrawal" was never mentioned in my hearing.

710. Did not Mr. M'Cann ask Bullick to read the document before he signed it?—No; and the word read was never mentioned.

711. Are you sure of that?—Quite positive.

712. Did you hear Bullick say that he need not read it, as Mr. M'Cann had explained it to him before breakfast that morning?—No; I do not remember his saying that Mr. M'Cann had explained the paper. When I went in, I saw Mr. Bullick seemed to be in rather a confused way as if he was not satisfied, and then Mr. M'Cann returned an answer to him as much as to satisfy him that he had been with Mr. Knox before, but what his words were I could not state particularly.

713. Do you recollect saying to Mr. M'Cann, after the document was signed by Bullick, "Mr. M'Cann are you going to withdraw the petition"?—I am positively of opinion that if the word "withdrawal" had been used, I should have hindered Mr. Bullick from saying it, I had such influence over him.

714. You did not repeat those words on that occasion?—No.

715. Did Mr. M'Cann reply to that question, "It depends upon circumstances"?—I think not.

716. Mr. *Bonham Carter.*] Do you understand what is the meaning of a withdrawal of a petition?—What I understood by a withdrawal of the petition was to have done with what they were at.

717. Was anything said by Mr. M'Cann at that time which could lead Mr. Bullick to suppose that the petition was to be done away with by what he was then signing?—Nothing that I ever knew or heard; it might have been, but not to my knowledge.

718. *Chairman.*] Might not Mr. M'Cann have said to Mr. Bullick "That is the withdrawal of the petition of which I spoke to you this morning," before you came into the kitchen at all?—I cannot say for that.

REPORT

FROM THE

GENERAL COMMITTEE OF ELECTIONS

ON THE

WITHDRAWAL OF THE LISBURN ELECTION PETITION;

WITH THE

PROCEEDINGS OF THE COMMITTEE,

AND

MINUTES OF EVIDENCE.

Ordered, by The House of Commons, *to be Printed,*
8 *May* 1863.

246.

Under 8 *oz.*

MINUTES OF EVIDENCE

TAKEN BEFORE THE

SELECT COMMITTEE

ON THE

LISBURN ELECTION PETITION;

WITH THE

PROCEEDINGS OF THE COMMITTEE.

(1863.)

Ordered, by The House of Commons, *to be Printed*,
11 *June* 1863.

Martis, 2° die Junii, 1863.

NAMES of the Members of the Select Committee appointed to try and determine the matter of the Petition complaining of an undue Election and Return for the Borough of Lisburn:

Viscount Curzon.	William Edward Forster.
Viscount Enfield.	George Sclater-Booth.

THOMAS WILLIAM EVANS, Chairman.

Mercurii, 3° die Junii, 1863.

Ordered, THAT the Committee do meet To-morrow, in one of the Committee Rooms of the House, at Half-past E'even of the clock.

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REPORT.

LISBURN ELECTION COMMITTEE.

Veneris, 5° *die Junii*, 1863.

The House informed, that the Committee had determined,—

That John Doherty Barbour, Esquire, is not duly elected a Burgess to serve in this present Parliament for the Borough of Lisburn.

That the last Election for the said Borough is a void Election.

The House further informed, that the Committee had agreed to the following Resolutions:—

That John Doherty Barbour, Esquire, was, by himself and his Agents, guilty of bribery and treating at the last Election:

That Samuel Thomas Corry, a Non-Elector, was bribed by Agents of the said John Doherty Barbour, in order to induce him to personate his late father (who died in November last, and who had been an Elector), and to vote for the said John Doherty Barbour:

That the said John Doherty Barbour did himself endeavour to corrupt James Bannister, a Voter; and that James Bannister was subsequently offered the sums of 50 *l.* and 60 *l.* by Agents of the said John Doherty Barbour, to induce him to vote for the said John Doherty Barbour:

That several of the Voters were forcibly detained and guarded by armed men, in a room belonging to the said John Doherty Barbour, and his partners, for several days previous to the Election, and during that time were subjected to undue influence and treating, with the view of inducing them to vote for the said John Doherty Barbour.

PROCEEDINGS OF THE COMMITTEE.

Jovis, 4° die Junii, 1863.

Names of the Committee called over:—All present.

The names of the Counsel and Agents for the Sitting Member were handed in:—

Counsel:—Mr. *Phinn* and Mr. *Coleridge.*

Agents:—Messrs. *Wyatt* and Co.

For the Petitioners:—

Counsel:—Sir *Frederick Slade* and Mr. *W. H. Cooke.*

Agents:—Messrs. *Baxter, Rose,* and *Norton.*

The room was cleared, and the Committee agreed to the following Resolutions:—

1. That Counsel will not be allowed to go into matters not referred to in their opening statement, without a special application to the Committee for permission so to do.

2. That if costs be demanded by either party, under the 11th and 12th Vict. c. 98, the question must be raised immediately after the decision on that particular case, unless the Committee shall otherwise decide.

3. That the Committee expect that, with respect to cases of bribery, or offers or promises of money, or other valuable consideration, which it is intended to bring home to the Sitting Member or his Agents, the Counsel for the Petitioners will now state the names of the Electors bribed, or to whom such offers were so made, and those of the persons who actually gave the bribes, or offered so to do.

4. The Committee, however, reserve to themselves a power upon the special application of Counsel, to proceed with any case which tends to inculpate any principal or agent, the knowledge of which case has been brought out before the Committee in the progress of the investigation, with the circumstances of which the parties could not be reasonably supposed to have been previously cognisant.

5. That with respect to treating, the Committee will expect Counsel to state the times and places where such treating is alleged to have taken place.

6. That with respect to undue influence, the Committee will require to be furnished with a list of the persons who are alleged to have been subjected to such undue influence, and also with a list of those who are alleged to have exercised it.

7. The Committee, however, reserve to themselves a discretionary power, as in cases of bribery.

8. That no person shall be examined as a Witness who shall have been in the Room during any of the proceedings (with the exception of the Agents, whose names shall be handed in), without the special leave of the Committee.

9. That the Committee will only allow one Counsel to address them on opening the case, and one Counsel on the summing up.

10. That if any point of law should arise requiring argument, the Committee reserve to themselves the power of hearing only one Counsel on each side.

11. That the Committee will follow the practice of the Courts of Law with regard to speeches, as laid down in Section 18 of the Common Law Procedure Act, 1854.

12. That if the leading Counsel are not prepared to sum up the case on either side when the evidence is terminated, the Committee will not protract the proceedings for the convenience of Counsel who may be absent.

Parties called in, and informed thereof.

The short-hand writer was sworn by the Chairman.

Sir *F. Slade* was heard to open a case of bribery and treating.

Mr. *James Richard Naylor*, sworn; and produced Return of the last Election for Borough of Lisburn.

Ralph Smith Cusack, sworn; and produced Poll Books for the Borough of Lisburn.

Mr. *Phinn* was thereupon heard to object to the Petition, that it was not an Election Petition within the meaning of the second section of the Election Act, inasmuch as it was not proved that the parties who had signed the Petition were voters, or had a right to vote at the last Election; and further, that the parties who signed the Petition having also signed an order for its withdrawal, although no withdrawal had actually taken place, this must be regarded as invalidating the Petition.

Sir *F. Slade* was heard in answer, and called evidence to prove the signatures of the Petitioners to be those of persons named in the Poll Books as having voted at the last Election.

Charles Murray Arundel, sworn; and examined.

Mr. *Phinn* was heard in reply.

Mr. *Coleridge* applied to be also heard in support of the objection urged by Mr *Phinn*.

The Committee decided that there was no ground for departing from their resolution to hear only one Counsel on each side in support of any particular point.

The Committee decided that the objection against the validity of the Petition had not been substantiated, and that the case must be proceeded with.

Samuel Thomas Corry, sworn.

On Sir *F. Slade* proceeding to examine the Witness,—

Mr. *Phinn* was heard to object that the Witness was not a voter, and that consequently the Committee could not deal with the case as one of bribery against the Sitting Member.

Sir *F. Slade* was heard in answer, and contended that the case came within the scope of the third section of the Bribery Act.

Mr. *Phinn* was heard in reply.

The Room was cleared, and the Committee deliberated.

Resolved, That inasmuch as money was given to the Witness in order to induce him to personate his father (himself not being a voter), the Committee is of opinion that this constitutes such a corrupt intention as to bring the case within the meaning of the third section of the Act 17 & 18 Vict. c. 102, by which bribery is defined and explained.

Parties called in, and informed thereof.

Examination proceeded with accordingly.

Robert Corry, *Anne Corry*, *John Pennington*, and *James Bannister*, severally sworn, and examined.

[Adjourned till To-morrow, at Half-past Eleven o'clock.

Jovis, 5° *die Junii*, 1863.

Members all present.

Mr. *Phinn* stated that, in consequence of the decisions arrived at yesterday by the Committee, it was not the intention of the Sitting Member to defend his seat.

The Room was cleared, and the Committee deliberated.

Resolved, That John Doherty Barbour, Esq., was not duly elected a Burgess to serve in this present Parliament for the Borough of Lisburn.

Resolved, That the last election for the said Borough is a void election.

The Committee further agreed to the following Resolutions:—

Further Resolutions agreed to:

3. That John Doherty Barbour, Esq., was, by himself and his agents, guilty of bribery and treating at the last election.

4. That Samuel Thomas Corry, a non-elector, was bribed by agents of the said John Doherty Barbour, in order to induce him to personate his late father (who died in November last, and who had been an elector), and to vote for the said John Doherty Barbour.

5. That the said John Doherty Barbour did himself endeavour to corrupt James Bannister, a voter, and that James Bannister was subsequently offered the sums of 50*l.* and 60*l.* by agents of the said John Doherty Barbour, to induce him to vote for the said John Doherty Barbour.

6. That several of the voters were forcibly detained and guarded by armed men, in a room belonging to the said John Doherty Barbour and his partners, for several days previous to the election, and during that time were subjected to undue influence and treating, with the view of inducing them to vote for the said John Doherty Barbour.

Parties called in, and informed of the above Resolutions.

Ordered, To report the above Resolutions to the House.

Sir *F. Slade* was heard to apply for costs, under the 11 & 12 Vict. c. 98. sec. 89, on the ground that the opposition to the petition was frivolous and vexatious.

Mr. *Coleridge* was heard in answer against the application.

Sir *F. Slade* was heard in reply.

The Room was cleared, and the Committee deliberated.

Motion made and Question put, "That the opposition to the petition was frivolous and vexatious"—(Mr. *Sclater-Booth*).—The Committee divided:

Ayes, 2.	Noes, 3.
Viscount Curzon.	Mr. Forster.
Mr. Sclater-Booth.	Lord Enfield.
	Mr. Evans.

Resolved, That the Committee is not of opinion that the opposition to the Petition was frivolous and vexatious.

Parties called in, and informed of the above Resolution.

Ordered, To Report.

MINUTES OF EVIDENCE.

LIST OF WITNESSES.

Jovis, 4° die Junii, 1863.

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MINUTES OF EVIDENCE.

Jovis, 4° *die Junii*, 1863.

MEMBERS PRESENT:

Mr. Sclater-Booth.	Viscount Curzon.
Mr. W. E. Forster.	Viscount Enfield.

THOMAS WILLIAM EVANS, Esq., in the Chair.

The Names of the Members were called over.—All present.

The Petition of William John Knox and Moses Bullick, complaining of an undue return at the last election for the Borough of Lisburn, was read.

Sir *Frederick Slade* and Mr. *W. H. Cooke*, appeared as Counsel for the Petitioners.

Messrs. *Baxter*, *Rose*, and *Norton*, appeared as Agents.

Mr. *W. H. Moore*, appeared as Solicitor.

Mr. *Phinn* and Mr. *Coleridge* appeared as Counsel for the Sitting Member.

Messrs. *Wyatt & Co.* appeared as Agents.

The Committee-room was cleared.

After a short time, the Counsel and parties were called in, and informed by the Chairman that the Committee had agreed to the first eight resolutions, which were usually agreed to, and also to resolutions 9, 10, 11, and 12.

Sir *F. Slade* was heard to open the case on behalf of the Petitioners.

Mr. James Richard Naylor, was called in; and, having been sworn, was Examined by Mr. *Cooke*, as follows:

1. Your Christian name is James?—James Richard.

2. Mr. Naylor, do you produce from the Crown Office the return of the last election for the Borough of Lisburn?—I do.

3. Just hand it in. (*The same was handed in.*)

4. The writ and return?—Yes. (*The writ was handed in.*)

[The Witness withdrew.

Mr. *J. R. Naylor.*

4 June 1863.

Mr. Ralph Smith Cusack, was called in; and, having been sworn, was Examined by Mr. *Cooke*, as follows:

5. Are you the Clerk of the Crown in the Hanaper Office in Ireland?—I am.

6. Do you produce the poll books at the last election for the borough of Lisburn?—I do.

7. Will you have the goodness to put them in? (*The same were handed in.*)

[The Witness withdrew.

Mr. *R. S. Cusack.*

Samuel Thomas Corry, having been called in:

Mr. *Phinn* objected to the examination of the Witness until it was proved that the Petitioners were electors, and entitled to vote at the election.

Mr. *Cooke* read the names of the Petitioners from the poll books, and submitted that that was sufficient proof.

Mr. *Phinn* was heard in reply.

Mr. *Cooke.*] To save time we will call a witness.

S. T. Corry.

Mr. Charles Murray Arundel, having been called in, was sworn; and Examined by Mr. *Cooke*, as follows;

Mr. *C. M. Arundel.*

4 June 1863.

8. Do you know Moses Bullick and William James Knox, two of the voters for the borough of Lisburn?—I do.

9. Did you see them sign the petition you hold in your hand?—I did.

Cross-examined by Mr. *Phinn.*

10. Let me ask you a question. Who was present when they signed the petition?—There were a good many electors present.

11. Was Mr. Moore present?—He was.

12. Was there a Mr. M'Cann present, a Mr. Alexander M'Cann?—I cannot say whether he was present or not.

13. Did Mr. Moore tell them at the time they signed the petition, they must also sign the notice of withdrawal?—I remember the matter being mentioned; but I cannot positively say whether he did or not. But I remember that on the occasion of their signing it, he mentioned the matter.

14. Did they sign it in your presence?—I cannot say whether they did or not.

15. Did you not see a paper produced which they signed?—I have no recollection of seeing them sign anything but this petition.

16. Did you see a paper after they had signed the petition?—I saw a document in the possession of Mr. Alexander M'Cann some days afterwards.

17. We will not go to the second withdrawal. At the time this document was signed, did not Mr. Moore tell these gentlemen that they must sign the notice of withdrawal?—I do not remember distinctly their signing it, nor did I see any other document signed on the occasion when this petition was signed.

18. Did you hear Mr. Knox or Mr. Bullick tell him "there is the notice of withdrawal for you," or words to that effect?—No, I did not.

19. Nothing of the kind?—Nothing at all; I say that most distinctly.

20. You know something about it, no doubt. Tell us what did take place?—Mr. Moore told the gentlemen assembled that if the petition was withdrawn, it must be by resolution of those who had petitioned.

21. Did he not state that he must have authority at the same time he took the petition to withdraw it also?—No, I have no recollection of that.

22. Will you swear that?—I am sworn. If you press me to answer, I say he did not.

23. If I press you to answer?—You are pressing me to say what I had not heard.

24. There was something said about notice of withdrawal, was there not?—Mr. Moore stated that, if the petition was to be withdrawn, it must be by resolution of the parties who petitioned.

25. Was anything said about the withdrawal previous to that?—I did not hear anything. The resolution emanated from these gentlemen.

26. What is Mr. Bullick?—He is a painter.

27. A journeyman painter, earning about 10*s.* a week?—No, he has a house of his own; he is what you might call a master painter. When I spoke of these gentlemen assembled to agree to the petition, not of the petitioners or gentlemen.

28. You do not speak of them as gentlemen?—I do not see why I should not.

29. What is the other man?—Mr. Knox is a plumber.

30. Now I ask you distinctly whether you did not see Mr. Moore place a paper before them stating that it was a notice of withdrawal?—I have distinctly sworn that I did not.

31. What do you know about the notice of the withdrawal?—Just exactly what I have told you.

32. No more?—No more.

33. Did you not hear Mr. Moore state that he had the notice of withdrawal?—I did not.

34. Did he never tell you that he had got the notice of withdrawal signed?—Several days subsequent to the signing of the petition.

Sir *Frederick Slade* was heard to object.

Mr. *Phinn* was heard in support of the question.

Sir *Frederick Slade* was heard in reply.

The *Chairman* informed the parties that it was the unanimous decision of the Committee that the case should go on.

[The Witness withdrew.

Samuel James Corry, was called in; and, having been sworn, was Examined by Mr. *Cooke*, as follows:

S. J. Corry.

35. Do you occupy some land, and carry on the business of farming at Lisburn?—Yes.

Mr. *Phinn* was heard to object to the evidence of the Witness as a substantive case against the Sitting Member, on the ground that the Corrupt Practices Act did not touch the case of a non-voter who had been paid money for personation.

Sir *Frederick Slade* was heard to contend that such cases were within the meaning of the Act.

Mr. *Phinn* was heard in reply.

The Committee-room was cleared.

Counsel and parties having been called in, the Chairman stated that the Committee were unanimously of opinion that this case could be gone into as a substantive case.

Examination resumed.

36. Was your father, Thomas Corry, a person who lived in Chapel-lane, at Lisburn?—Yes.

37. Did he occupy a house in Chapel-hill and land in the Old Warren in that borough?—Yes.

38. Did he die somewhere about the latter part of last year?—On the 14th of November.

39. Was he at the time of his death one of the voters for the borough of Lisburn?—Yes.

40. Had

40. Had you lived with him during his lifetime?—Yes.

41. Now, had you been canvassed for your vote in Lisburn previous to Mr. Verner's appearing as a candidate?—Yes.

42. By what party?—By J. M'Intyre, on Mr. Barbour's behalf.

43. For Mr. Barbour?—Yes; on Mr. Barbour's behalf.

44. What answer did you give to Mr. M'Intyre?—I told him I had no vote, and that my father was about four months dead.

45. Now will you tell us, as near as you can state, about how long might that be before Mr. Verner came to Lisburn?—That was previous to the coming of Mr. Barbour.

46. We understand it was about the 15th of January before Mr. Barbour came; will you tell me what day did you see John Lavery, the butcher?—It was on a Wednesday; I don't recollect whether it was the 9th or not.

47. On Wednesday, was it not?—Yes.

48. By the *Committee.*] Who was it? John Lavery?—

49. Mr. *Cooke.*] The butcher?—Yes.

50. Now just tell the Committee what passed between you and John Lavery on the Wednesday you allude to, at your first meeting?—I was going down the street with a little mare that I had, four years old; she was bad; on going down I saw John Lavery.

51. Tell us the name of the street?—Antrim-lane.

52. Now what passed between you and Loverey at that meeting?—He stopped me there, and said that Master Robert Barbour was looking for me, and then Master Robert Barbour came forward.

53. He came forward?—Yes.

54. Is not Robert Barbour one of the brothers of Mr. John Doherty Barbour, the present Member?—Yes.

55. Does Mr. Robert Barbour, as well as Mr. John Doherty Barbour belong to the great factory at Hildon?—Yes.

56. Is their father Mr. William Barbour?—Yes.

57. What are the other gentlemen who form a part of the firm; there are two brothers of the Sitting Members?—Thomas and Samuel.

58. Now will you be good enough to tell us what passed between you and Lavery and Mr. Barbour?—Mr. Robert Barbour asked me if I would go to Hildon. I said, not at that time, because I had a beast not well.

59. That is where the factory is?—Yes.

60. You said you could not go because you had a beast which was not well?—They pressed on me to go, but I said I would not take his mill to go at that time, for I could be of no use to him.

61. You would not take his mill?—I would not go with them.

62. What is the meaning of the phrase, "taking his mill"?—My meaning was that I would not go, on no consideration, for no sum of money, till I knew what I was going to do.

Chairman.] He would not take his mill to go.

63. I think you said you were of no use to them?—Yes.

64. Did you say so?—Yes.

65. Did you explain how you were of no use to them?—Yes; they knew.

66. Was anything said?—They said, that if my name was Thomas Corry, and I held my father's land, it was as good a vote as any in the borough.

67. By the *Committee.*] They said that if you held your father's land, you would be as good a voter as any in the borough?—Yes.

68. Who said that?—It was Mr. J. M'Intyre who said that.

69. Mr. *Cooke.*] Mr. M'Intyre was present?—Not at that time; it was previously.

70. We are speaking now of the interview in Antrim-lane, when Mr. Robert Barbour and John Loverey were present. Turn your attention to that point——

71. By the *Committee.*] He didn't say this about the land at that time?—No.

72. Mr. *Cooke.*] Did anything else pass between you and Lavery at that period?—No.

73. When did you next see anybody on Mr. Barbour's part?—About five o'clock that evening, Mr. Lavery came to my own house.

74. That is John Lavery?—Yes.

75. Am I right in supposing there were two Laverys who were brothers?—Yes; either brothers or half-brothers.

76. This was John Lavery?—Yes.

77. What passed when John Lavery came to your house?—He said he wanted me out to speak to.

78. Did you go?—Yes.

79. What happened?—He said he would give me 10*l.* if I would go to Mr. Barbour's.

80. Well?—I refused at the time; and he asked me if I wanted the money before going; and if so, that he would either get me the money or a promissory note. I said I was not going for no notes at all; and he then said he would be back in 20 minutes, that he would go to Mr. Henry Major's.

81. Well?—He came back at that time; and when he came into the house again, he took my mother and my wife into a room, and he gave them some money; but I did not know the sum till after I came home.

82. By the *Committee.*] You were not there?—No; I was in the kitchen.

83. Mr. *Cooke.*] He went into the house to your wife and your mother?—Yes.

84. Did you remain outside while he went in?—No; I was in when he came in again. I came to the house again, and then he came back.

85. You have told us he said he was going away to Henry Major's, and that he returned, and saw your wife and mother?—I was at the house at the time.

86. Where did he go with your wife and mother?—Into an adjoining room to the kitchen.

87. Well, did you remain in the kitchen while he was in that adjoining room?—Yes.

88. About how long was he there?—About 15 or 20 minutes.

89. Were you in the kitchen when he came back?—Yes; I was taking a cup of tea.

90. What happened on his coming into the kitchen from this other room?—He told me that he wanted me out.

91. Did your mother or your wife come into the kitchen with him; please to tell us, in your own language, what next happened on his saying that he wanted you out?—He said he wanted me out, and I went out with him, and he said he had given my wife or my mother money for me to go along with him.

92. Where did you go to?—He took me on the car to Hildon.

 93. You

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93. You went in a car?—Yes.

94. Where was that car?—In Railway-street.

95. We are not quite, at present, familiar with the town of Lisburn. How far was that car from your own house?—It might be about a quarter of a mile.

96. Did he take you to Hildon?—Yes.

97. Is that the factory of the Messrs. Barbour?—Yes.

98. About how far is the factory at Hildon from where you mounted the car?—Better than a mile, I think.

99. Were any other persons on the car besides you and John Lavery?—Yes; there was some man of Mr. Henry Barbour's.

100. Well, now tell us what passed on your arriving at Mr. Barbour's factory at Hildon?—Lavery knocked at the door, and they asked who was there, and he said it was him, and he had a voter there.

101. What door was it that the knocking took place at?—The door that went into Messrs. Barbour's old office.

102. Is that in the yard?—It is in the mill-yard.

103. Was the door at which you say the knocking took place in an outer wall, or is it a part of the building?—No; an outer wall.

104. Was the person who made the inquiry in the inside or the outside?—On the inside.

105. How did he make the inquiry? By opening the door?—He asked who was there.

106. Do you mean before he opened the door?—Yes.

107. *Chairman.*] You mean the person inside?—Yes.

108. Mr. *Cooke.*] Who answered?—John Lavery.

109. What did he say?—He said it was him, and he had a voter.

110. He said, "I am Lavery, and I have a voter"?—Yes.

111. What then took place?—The door was opened, and we were admitted.

112. What became of Major's servant? Did he remain in the car?—I do not recollect his coming in with us.

113. When you got in through that door, where were you then taken?—Into an office.

114. Did you find any persons in that office?—Yes.

115. Were there many or few?—There were a number of men in it that I knew.

116. Were they Lisburn people?—Yes.

117. Voters for the borough?—Yes.

118. Give me the names of some of the people you found in the office?—William Brady, Charles Maguire, William Williamson, Francis Williamson, James Turtle, and Michael Woods.

119. Did you see William Johnson there?—Yes; and John Long, and William John Young.

120. Robert Miller?—Yes; and others whose names I do not recollect.

121. About what time was it when you reached the office you are speaking of?—About half-past six.

122. Just describe, if you please, in your own way, what took place on your getting in amongst this party?—There were amusements of all sorts carried on till the morning.

123. Eating and drinking?—Yes.

124. Fiddling?—Yes; dancing and card playing.

125. Did you find any of those amusements actually going on when you arrived there, or do you mean they commenced afterwards?—They were at supper when I went there, and as soon as it was over they commenced.

Mr. *Phinn* objected to the course of examination, unless there was a proof of agency.

Mr. *Cooke* stated that he would proceed to prove that.

126. Mr. *Cooke.*] How long did you remain in the factory of Mr. John Doherty Barbour, and his brothers and father?—From the 11th.

127. Mr. *Phinn.*] How do you know that it was their house? How do you know that Mr. John Doherty Barbour has anything to do with it?—It belongs to Messrs. Barbour and Sons.

128. How do you know that?—He has his name on it.

129. Whose name?—Messrs. Barbour and Sons.

130. He has three or four sons?—Yes; some of them are in America. It is not likely he has them on it.

131. What was there; was it Barbour and Sons?—Messrs. William Barbour and Sons.

132. How many sons were there?—Two at home; sometimes two were away in America.

133. Were there two at home at the time of the election?—Yes, there were four.

134. Mr. *Cooke.*] Is John a gentleman who goes to America or who remains at Lisburn?—I never knew him go to America.

135. As long as you have been a native of Lisburn, have you seen him backwards and forwards in the borough?—Yes; I have seen him for the last 20 years, I suppose.

136. And known him as connected with that factory?—Yes. The voters were not all there; part of them were in his own big house.

137. Do you know the house of Mr. William Barbour?—Yes, I do.

138. Where is the old office to which you were taken as regards that house?—It is adjoining the mill.

139. Which; the house or the old office?—The old office. It is about 10 "lugs" distant from the mill.

140. You say when you arrived the parties were taking supper?—Yes.

141. Did you join them?—No, not at that time.

Mr. *Phinn* objected that there was no proof that Mr. John Doherty Barbour was connected with the firm.

142. *Chairman.*] I understand the witness to state that this is a factory to which he was taken; he was taken to an office in that factory, and that the factory belonged to Messrs. Barbour and Sons, of whom this gentleman is one?—Yes.

143. By the *Committee.*] Was the office part of the factory, or part of the house of Mr. Barbour senior?—It was by itself; it was not with the factory at all. It was somewhere about nine or ten "lugs" distant from the factory.

144. Was it connected with the house of Mr. Barbour senior?—No.

145. It was a building by itself?—Yes; the house was further away than the office from the mill.

146. Mr. *Cooke.*] Now you say you remained there; till what day?—The 20th.

147. Was food brought to you to the place where you were kept?—Yes.

148. In

148. In what manner was the food brought to you?—It was brought by Messrs. Barbour's carts.

149. Are those the carts belonging to the firm marked Barbour and Sons?—Yes; they had Barbour and Sons on them.

150. Were you and the other voters confined to this office belonging to the factory?—Yes.

Mr. *Phinn* objected that there was no proof of Mr. John Barbour's connexion with the factory.

Sir *Frederick Slade* contended that that was sufficiently proved already.

151. *Chairman.*] I think you said you remained in this factory, or about the place, till the 20th February?—Yes; the day before the election.

152. During the time you were there, did you see Mr. John Doherty Barbour, the Sitting Member?—Yes.

153. Was he frequently in the place?—He was not in where we were; but he was in the little yard, and out and in the old office; he was never where we were.

154. What part were you in?—We were about twenty yards distant from where he was.

155. Was that the old office or the house?—The old office.

156. You were constantly in the old office?—Yes.

157. By the *Committee.*] During that time, did either Mr. Barbour, the father, or any of the brothers, come into the office where you were?—Yes; Mr. Robert, Mr. Samuel, and Mr. Thomas.

158. They came in where you were?—Yes.

The *Chairman* stated that the Committee were of opinion that Mr. Barbour's connexion was sufficiently proved; but, at the same time, they did not see why it should not be proved that Mr. Barbour was a member of the firm.

Mr. *Cooke* stated that, if necessary, they would call the Sitting Member himself.

159. Mr. *Cooke.*] Supper being over, just describe to us what took place during the first night you were there?—There was dancing, and singing, and fiddling.

160. Who came into the old office where you were, besides the voters whose names you have given us?—There were clerks belonging to Messrs. Barbour; there was Mr. Daniel M. Brown.

161. Can you give me the names of any other of the clerks of Messrs. Barbour besides that?—Quin.

162. William John Quin?—Yes; and Chapman.

163. Were any beds supplied to you or the other persons in your presence?—No; I had none during the time I was there.

164. Were there any beds in the old office?—No.

165. You had no bed the whole time you were there?—No; my clothes were not off me.

166. Did the other voters who were there change their clothes?—No; there was none where I was.

167. After you had been there some time, was anything said about your right to vote?—Yes.

168. When was that?—There was a rumour came out to that effect among the voters who were there.

169. I suppose by "rumour" you mean a talk? Yes.

170. Can you tell us who raised the talk?—I cannot tell.

171. Did some of the voters raise a talk about your right to vote?—Yes.

172. Was it that you had a right, or that you had no right?—That I had no right.

173. Now, you told the noble Lord on your right that in the office where you were confined you saw Mr. Robert, Mr. Thomas, and Mr. Samuel Barbour. Did you speak to either of those gentlemen?—I spoke to Mr. Thomas.

174. What did you say to him?—I asked him to let me go home, as I had no vote, and it would be on use.

175. By the *Committee.*] How soon after you had gone there was that; how long had you been in the old office?—It may be four days, or somewhere thereabouts.

176. *Mr. Cooke.*] What reply did he make to you on your saying that?—He said that I was well enough where I was.

177. You told us there was a man named Jackson there?—Yes.

178. Did you hear Jackson make any application?—Yes; he was not well at the time.

179. What did he ask for?—He wanted to go home.

180. Who did he ask?—Really I could not say who he asked.

181. Was it one of the partners, or one of the clerks?—I think it was one of the parties who were there.

182. Were there any persons in charge of you?—Yes.

183. Can you tell us what they were; were they the persons whose names you have given us, or other persons?—They were other persons.

184. Will you describe to us who had the care of the old office?—It was a poor old mechanic they called William Gresy.

185. Where was he, inside or outside?—Inside.

186. Did you during the time you were there get outside the office into the yard?—Yes, once or twice, until there was a man taken away by force out of it, and then there was no more admittance allowed out of it.

187. Where was the man taken by force from?—His wife took him from the establishment I was in.

188. Was that Robert Willis?—Yes.

189. Then none of you were allowed to go outside?—No.

190. Who kept the guard outside?—A guard was kept inside.

191. Who kept it besides this mechanic?—There was John Ward, and different others.

192. Were there any number of men?—There were nine men every night.

193. Where were they stationed?—There were three men every hour, from nine at night till six in the morning, with loaded guns each.

194. Where were they stationed?—Inside the office yard.

195. Well now, after Jackson had applied to get away, did you and Jackson do anything?—No; it was John Orr and I.

196. Is he a voter?—Yes.

197. Was he one of the parties in the place?—Yes.

198. What did you do?—We were going to get out through the window out into the road, and they held the window down, and kept us in.

199. Did you succeed in getting any part of the way out?—No.

200. I want

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S. J. Corry.

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200. I want to know what you did?—We lifted a window and examined the place, intending to get out as soon as we got an opportunity.

201. You meant to examine the other side?—Yes.

202. Was the window high up?—It might be about eight feet above the ground.

203. After you had opened the window in the way you say, I suppose you looked over to the other side?—Yes; we looked down along the parapet and on to the main road.

204. What was done to the window after that?—It was nailed down.

205. By whom?—By the parties who were serving out the meat and drink.

206. To you?—Yes.

207. Did you hear any order given or not?—Yes; there were strict orders that no one was to get outside the door.

208. My question was, did you hear any order given for nailing down the window, or did you merely see a man do it after you looked out?—I heard no orders. I saw the man doing it after I looked out.

209. Did you see a man named Young at the office?—Yes.

210. Was he one of the voters?—Yes; William John Young.

211. Did you see a man named David Graham?—No.

212. You told us that a man named John Long was there?—Yes.

213. Was he taken ill?—Yes. He was an aged man, not very stout, and subject to cramps, and he took cramps all night.

214. How many nights had he been without a bed before he took the cramps?—He had been there three or four nights.

215. What happened to him?—I got him some drink, and made him a glass of punch, and put pepper in it. He said, "Damn your soul, David Graham, why have they brought me here to die?"

216. He complained that they had brought him there to die, and you made him the punch?—Yes.

217. There you all remained, as I understand, until the day before the polling?—Yes.

218. How did you get from the factory or the office back to Lisburn?—They brought me up in a covered car. I wanted them to let me go home in the morning, and they said they would poll me.

219. Who said that?—Thomas Barbour.

220. Tell us what you said to Mr. Thomas Barbour, when he made that reply to you?—I told him my vote was of no effect; and that they would let me go home; and that I would have nothing to do with it. He said they would take me up, and poll me—never mind what the devil the consequence was.

221. You say that you were taken in a covered car to Lisburn?—Yes.

222. Were you taken alone in a car, or with somebody?—Two men more.

223. Two persons who had been with you in the office?—Yes.

224. Were they two voters, or two non-voters?—No; his own men.

225. During the time that you were in the office, at the factory, had you heard anything going on outside; or was it all quiet, or what?—No; sometimes there was a rumour, or a talk to the effect that the enemy were coming to take the men from them.

226. Where were you taken to in the covered car by the two non-electors when you got to Lisburn?—We were taken to the Queen's Arms Hotel, Mr. M'Creight.

227. Daniel M'Creight?—No; Thomas M'Creight.

228. Is that the committee-room which you were taken to at the Queen's Arms Hotel?—Yes; the committee-room of Mr. Barbour.

229. Where were you placed when you got to the Queen's Arms Hotel; up-stairs, or down-stairs?—We were placed in rooms through the house; wherever it was answerable to put us in.

230. I suppose you were only put into one room?—One room would not hold them all.

231. Were you put with other voters in a room at the back?—Yes; we had liberty to go over the house.

232. The other voters were there with you?—Yes.

233. What time in the morning did you get to the Queen's Arms?—It was about 11 o'clock.

234. In the morning?—Yes.

235. This is the day before the polling, the 20th, on a Friday, was it?—Yes.

236. Did you remain there till the next morning?—Yes.

237. About how many voters were in these rooms, besides yourselves?—I could not say that.

238. Well, about?—There might be between 50 and 60, I suppose.

239. What was done from eleven o'clock till the next morning; did you go to bed, or what?—No; I did not see any person going to bed.

240. Were you all kept awake, or going to sleep, or what? What went on?—There was singing and dancing, and playing the fiddle.

241. Nothing to eat and drink?—Yes; a piano, and plenty to drink.

242. Had you any ladies to dance with?—No.

243. What kept you jigging; whiskey, or anything else?—Whiskey, and porter, and rum.

244. Who did you see there; who came in to you; did you know any of the committee?—Yes; I did not know any of Mr. Barbour's committee.

245. Did any gentlemen come in to you while you were there?—Yes; Mr. Alfred Miller.

246. Did you see Lavery there?—Yes; and Brown, and Quin.

247. Did you see Mr. Smith, the lawyer?—Yes.

248. Did he drink with you?—I do not recollect anything about that.

249. Did he speechify to you?—No. I do not recollect his saying anything.

250. Well, now; the next morning, did you speak to Robert Barbour?—That evening.

251. Did Robert Barbour come into the room, or did you go to some other room to speak to him?—No; he came to me.

252. In this room where the voters were?—No; he took me out into another room.

253. He came into the room, and took you to another room?—Yes.

254. What passed between you and Mr. Robert Barbour?—I said to him the treatment I had got, the ten or eleven days I had been there, never having had my clothes off, and no bed, and stated the case of my horse to him. I did not know whether it was living or dead. He said he would put as good a one in its place, and would pay my expenses, if I would do what he wanted.

255. Did he tell you what it was he wanted?—Yes; if I would vote.

256. For whom?—Personate my father.

257. For

257. For whom were you to vote?—For Mr. Barbour.

258. Did he say so?—Yes; he said to vote for his brother.

259. This you say was on the Friday evening?—Yes.

260. Did you make any statement to him about your clothes?—Yes, I did.

261. What did he say on the subject of the clothes?—Well, he said that he owned that I had not got good treatment. I spoke to no one else about clothing but him, and he sent for clothes and brought them to me in about 20 minutes. I will not say that it was him. I spoke to him about it.

262. Some one else brought you some clothes?—Yes.

263. What clothes did they bring you?—They brought me a pair of grey trousers, a shirt, and a vest.

264. A waistcoat?—Yes.

265. Did you change then, and put on those clothes?—Yes; and sent the other ones home.

266. The next morning did either of the Lovereys come to you about going to the poll?—Yes, John.

267. Sir *Frederick Slade.*] Is that the butcher?

Mr. *Cooke.*] They are both butchers, I think?

Witness.] Yes.

268. Was that the same man who had taken you down to Lisburn?—Yes.

269. Now please to tell the Committee what passed between you and John Lavery about going to the poll?—There was not anything passed, for he was there for the purpose of placing the voters two by two to send them forward to the booth.

270. What did he do to you?—He put me along with his brother or half-brother to go forward to the poll.

271. With his brother, Thomas Lavery?—Yes.

272. You were put to go in the tally with Thomas Lavery?—Yes.

273. Did anything pass between you with John or Thomas Lavery before you left M'Creight's?—No, nothing.

274. Was M'Creight's near the polling booth?—Yes; it might be about 40 yards of it.

275. In the same street?—Yes.

276. Was there a crowd of people between M'Creight and the poll booth?—No, nothing but soldiers.

277. Soldiers keeping the line for persons to go to the poll?—Yes; my brother came up to me in the street, not to let me go forward.

278. That is your brother John?—Robert.

279. Tell us what passed when your brother came up; did he come through the soldiers?—He came up in front of them.

280. From the booth?—Yes, and stopped me. Lavery said, if he would stop me, he would knock the throat out of him.

281. Out of your brother?—Yes.

282. Which Lavery was that?—Thomas Lavery. He forced me forward to the booth. I was objected to there.

283. He forced you forward to the booth?—Yes.

284. Before you got to the booth, or when you got to the booth, did you make any statement to Thomas Lavery with regard to your right of voting?—Yes; when I went in I was objected to, and I told him I would not go forward, for I was of no use. He said, if I would not do what he wanted me, he would knock the eye out of me.

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285. You say you were objected to?—Yes.

286. Was the Testament given to you?—The Bible.

287. Were you asked to swear that you were your father?—Yes, I was. I do not recollect the oath.

288. Were you asked to swear that you were the person entitled to vote?—Yes.

289. Did you refuse to do so?—Yes; I said the oath was too hard, I would not take it.

290. What was done then?—I left the booth then.

291. You put the Bible down, and left the booth?—Yes.

292. Were you then allowed to go home, or were you taken to M'Creight's?—No, I went straight home.

293. When you got home, did you get anything from your mother or wife in the shape of any money?—Yes; when I got home they gave me a sum of money that Lavery had given them.

294. How much?—£.10.

295. *Chairman.*] Who gave you that, your mother or your wife?—Both; they were both together.

Cross-examined by Mr. *Phinn.*

296. Had you known Lavery long?—Yes, some time.

297. Many years, I suppose?—I knew him three or four years.

298. And I suppose he knew you pretty well?—Yes, I dare say he did.

299. Were you your father's eldest son; did you come into the property?—He had no property to leave behind him.

300. But he had the house?—He had the will of Lord Hereford's agent.

301. What do you mean by "the will;" the good-will, I suppose?—He was a tenant-at-will.

202. Were you occupying the house he had occupied?—Yes.

303. Was that the first time, when you saw Loverey, that you had been asked for your vote?—No.

304. M'Intyre had asked you first?—Yes.

305. Had anybody asked you on the other side?—No; I never was canvassed by the other side at all.

306. When you went down to this mill, was it in the day time?—No, it was not.

307. What time was it?—About half-past six in the evening.

308. When you came up, after having been there some days, was it in open daylight then?—Yes; it might be eleven or half-past eleven, or somewhere about that time in the morning.

309. How far had you to come from the factory up to this public-house?—Somewhere better than a mile, I suppose.

310. Through the town of Lisburn?—No; only a part of the town.

311. Plenty of people about?—Yes.

312. You went of your own free will, did you not?—No.

313. Could not you have called out?—I was forced up.

314. When you went a mile through the town of Lisburn why did not you cry out?—It was not my business; there were two men to guard.

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315. It was half-past eleven in the day in the town of Lisburn; I suppose there are some policemen there?—Yes.

316. You did not cry out or try to get away because it was not your business; was that your reason?—I was brought up in the car by force.

317. You see you do not answer my question. If you were there against your will, in the open daylight, going a mile through the town of Lisburn, did you not let somebody know you were there against your will?—I was not brought a mile through the town; it was a quarter of a mile.

318. You were brought a mile between the two places?—Yes.

319. I suppose there were people about?—Yes; I did not call out for fear of Mr. Barbour's mill-men attacking me.

320. Do you mean the whole length of a mile was lined with these men?—Yes.

321. Were not the dragoons there?—No.

322. No military?—No, not at that time.

323. Not at half-past eleven on that day?—They were there the day of the poll, but not on that day.

324. Were there police about?—No; none that I saw. He had his own men; 10 and 20 men together for about a quarter of a mile.

325. Were there plenty of other people in the road, besides his own men?—Yes; men who lived in the houses.

326. You say you did not cry out because it was not your business?—Because there was no one there who would have stood to my assistance.

327. You thought not?—Yes.

328. After the election, when this was over, did you go before a magistrate, or anyone, to complain of being detained?—Not on the occasion of being detained altogether there.

329. Did you go before a magistrate to complain of being kept at Hilden, as you say you were?—No.

330. Why did not you?—I went to an attorney to see about a mare that I had lost the time I was there.

331. But you had been kept there a great many days?—Yes.

332. You had been kept there 11 days, from the 9th to the 20th?—I was.

333. *Chairman.*] Did you go to any magistrate, or to the police, or anybody, and say you had been locked up there against your will for eleven days?—No.

334. Mr. *Phinn.*] Why did you not?—I did not go for to do anything about that.

335. You did not think it your business, perhaps?—I do not know about those things.

336. Who was it you first told you had been detained against your will there?—I told a gentleman at Lisburn about it.

337. What was the name of the gentleman?—Mr. M'Cann was the first man with whom I had any conversation about it.

338. Who is Mr. M'Cann?—It is Mr. Alexander M'Cann.

339. What was he?—He was an attorney's clerk.

340. Whose clerk; what attorney?—He was solicitor for Lord Hertford's office.

341. What was his name?—Mr. Burney.

342. Mr. M'Cann was clerk to Mr. Burney; how was it you went to Mr. M'Cann?—At the time there was a dispute about the election at Lisburn I was brought in there to speak to Mr. M'Cann.

343. Who brought you; you seem to be very unfortunate in always being brought; were you brought against your will?—Yes.

344. Who brought you?—I went myself, but I was sent by a gentleman in Lisburn called Jefferson.

345. Who is Mr. Jefferson?—He keeps a hardware and grocery shop in Lisburn.

346. He sent you; but were you obliged to go; did not you go voluntarily, of your will?—Yes.

347. You went to see what was going on?—No.

348. Did you get anything there?—No; I got nothing.

349. Did he promise you anything?—No; I was promised nothing.

350. By no one?—By no one; never but the one man that paid me, Lavery.

351. You went to Mr. M'Cann; what date was that; how long after the election?—I could not tell.

352. Well, but about?—I could not say what time it was.

353. Was it a week, or a fortnight, or a month, or when?—I could not say what time it might be.

354. Well now, between the time when you were taken up to the poll and the time you went to M'Cann had you complained to anybody on the subject of being detained?—Yes; I had complained, but not to any magistrate.

355. Who to?—I had complained to Mr. Jefferson and Mr. M'Cann about the loss of my labour.

356. Did you ask Mr. M'Cann to make it up to you, or Mr. Jefferson?—No, I never did.

357. Did you ask any one else?—No.

358. What had become of the mare?—She was dead.

359. Was she dead when you came out?—No, she was not.

360. How long after did she die; before you went to M'Cann?—I sold her to a man that buys cattle like that for hounds.

361. *Chairman.*] She was as good as dead when you sold her?—Yes.

362. Mr. *Phinn.*] Did you apply to any one for compensation for the loss of that mare?—Yes.

363. Who to?—I have got a letter written to them.

364. Who are "them"?—I wrote to Mr. Barbour.

365. Asking what?—Stating that I had lost my beast.

366. And wanted some money, I suppose, to make it up?—No.

367. What then?—He said he would put as good a one in her place. I asked him for no money; only to give him a statement of the beast; what had happened.

368. You wrote to which Mr. Barbour?—To Messrs. Barbour and Sons, belonging to the premises where we had been detained.

369. You addressed the letter to Messrs. Barbour and Sons. Can you tell us how long that was after you had gone away?—I could not, because I did not write the letter. I got it written.

370. Did you get an answer that that was all moonshine?—No; they did not answer any letter.

371. They took no notice?—No.

372. Was it after you had written that letter that you went to Mr. M'Cann?—I got Mr. M'Cann to write the letter.

373. Had you told him the story about being kept there against your will before he wrote the letter,

letter, or did you tell him afterwards?—Of course, at the time he wrote the letter I told him a part of it.

374. What part did you tell him?—That is not——

375. Yes. I want to know how much did you tell him at that time?—I could not really tell what parts of it was told at the time, because there was no inventory taken of it at the time. I do not recollect what passed between him and me at that time.

376. Did you tell him you had been kept eleven days against your will?—I do not recollect altogether saying that.

377. You did not say you were against your will?—Yes.

378. Not to Mr. M'Cann?—Yes, I did.

379. Are you quite sure?—Yes.

380. Whilst you were there, there was a good deal of male dancing, we hear?—Yes.

381. Well now, do you mean to say that you ever tried to get out?—Yes, I did.

382. How often?—I could not just say the number of times.

383. Did your wife ever come for you?—No.

384. Or your mother?—No.

385. I think you said that somebody else's wife came for him?—Robert Willis's wife.

386. Do you mean to represent you were all the time in one room?—Yes.

387. Those 11 days?—In the one house.

388. In the one room?—There was about one room in it.

389. You ate, drank, and slept all in that room?—No; I slept none, except on a form.

390. By the *Committee.*] During those 11 days until the polling, did you ever see Mr. John Doherty Barbour at that time?—Yes; but never in the office where I was.

391. To speak to?—No, not less than eight or 10 yards across the mill yard into the office.

392. You saw him, but you never spoke to him, nor he to you?—No.

393. Mr. *Cooke.*] Will you ask him, sir, were there any windows in the office in which you were looking into the yard where Mr. John Doherty Barbour was?—Yes, I think four in front.

394. Would he look through them to you, and to the parties inside?—No. There was a wall; he could not come near them. There was a wall about nine feet off the house that went round the house. If the window was lifted he could see in, but in no other way.

395. By the *Committee.*] Did you get any reply to that letter written by Mr. M'Cann about your beast?—No. *S. J. Corry.*

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Sir *Frederick Slade* inquired whether that letter was produced.

Mr. *Phinn* replied that he would admit the copy in Sir Frederick Slade's possession.

(*The letter was then put in, and read by Sir F. Slade as follows*):—

"Lisburn, 27th February 1863.

"Messrs. Wm. Barbour and Sons.

"Gentlemen,

"I beg to inform you that Samuel Thomas Corry has instructed me to apply to you for compensation for having forcibly and against his will and consent, shut up and detained him in your custody under lock and key in your premises at Hildon, and deprived him of his liberty by the threats, control, and undue influence of yourselves and men in your employment, armed with guns, from the 11th to the 21st of February instant, and from which custody you refused to release him until he would go forward to the poll at the late election, and falsely represent and personate his deceased father as a voter on behalf of Mr. John D. Barbour. Permit me to assure you that I have no personal feeling to gratify in connexion with this matter, neither have I any disposition to expose to the public the facts of this case (*which I know to be one of pure bribery*); but unless you will see the propriety of at once making ample compensation for the imprisonment of Corry, and the loss he has sustained in consequence thereof, by being separated from his family, prevented following his daily employment by which he supported them, his land left unploughed, and his horse rendered useless from want of proper care during his imprisonment, I will feel it to be my duty to act in accordance with the instructions I have received. Should I not receive a satisfactory reply to this communication before the hour of *two o'clock to-morrow*, I will (though with reluctance), without further notice, place this case in the hands of my own solicitor in Belfast, on the part of S. T. Corry, and by legal proceedings afford you an opportunity of justifying your conduct in this case before a judge and jury.—I remain, gentlemen, your obedient servant,

"A. M'Cann."

396. That was the letter?—Yes.

397. By the *Committee.*] Was that letter read to you before it was signed?—Yes.

[The Witness withdrew.

ROBERT CORRY was called in; and, having been sworn, was Examined by Mr. *Cooke*, as follows:

398. ARE you the brother of the last witness, Samuel James Corry?—Yes. *R. Corry.*

399. Did your father die in November last?—Yes.

400. We understand, at the time of his death, he was an elector for Lisburn?—Yes.

401. Do you remember, in February, whilst the election was going on, seeing your brother Samuel in company with John Lavery the butcher?—Yes.

402. What time in the evening did you last see your brother with Lavery?—About between five and six o'clock.

403. Mr. *Forster.*] On what day?—I think it was on Thursday; but I am not quite sure.

404. Mr. *Cooke.*] The last witness said it was Wednesday.

405. *Chairman.*] Do you say it was in February?

Mr. *Cooke.*] Just before the election?—Yes.

406. Did you lose sight of your brother till the day of the polling?—Yes.

407. And about how long an interval took place from the time you saw him with Lavery, the butcher, until the voting day, as near as you can remember?—About 15 or 16 minutes.

408. "Days" you mean; from the time of the evening you saw him till the polling day?—Oh, it was about 10 days.

409. After you had lost sight of him, did you

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see Lavery, whom you had last seen him with?—Yes, the next night I saw Lavery.

410. Did you make an inquiry of him as to the whereabouts of your brother?—No; he stepped forward to me in the street, and told me that he had been down to Mr. Barbour's, and seen my brother, and he was all right.

411. Have the Messrs. Barbour a factory anywhere else, except at Hildon?—I do not know.

412. You do not know of any?—No.

413. Did you go down to Hildon to Messrs. Barbour's factory, after you had seen Lavery, to inquire for your brother?—I did.

414. How soon after you had seen Lavery, and he made that statement, did you go?—The next morning.

415. You got down to the factory at Hildon?—Yes.

416. Where did you go to there?—I got inside into the yard.

417. How did you get in?—I got in by a boy, called Thomas Wearn, who took me in, one of Mr. Barbour's carmen.

418. Through which door?—Through the gate.

419. What happened when you got inside?—When I got inside, Mrs. Willis was there.

420. The wife of Robert Willis?—Yes; and she had kicked up some row, and was crying, and during the time I was in talking to my brother there were three men come forward and shoved me out.

421. By the *Committee.*] During the time you were doing what?—Talking to my brother.

422. Mr. *Cooke.*] Where was your brother?—He was in an inner yard.

423. How did you get to talk to him?—I got in by Thomas Wearn.

424. Where were you standing, and where was your brother?—I was in the inner yard; at that time too along with him.

425. We do not know the premises at present, and I do not know how to put the question very well, but you got into an outer yard. Was that where Mrs. Willis was?—Yes.

426. What is the inner yard; is it separated from the other by a wall?—Yes, it is a small yard off the large one.

427. Do you know a place called the Old Office?—That is the place.

428. Was your brother outside or inside the old office?—He was inside.

429. Were you outside, or did you get inside?—I got inside too.

430. By the *Committee.*] When you speak of the inner yard, is that the same thing as the office?—Yes.

431. Mr. *Cooke.*] The office you say is in the inner yard?—Yes.

432. Then there is an outer yard where the office is not?—Yes.

433. What is there that separates the inner and outer yard?—A large wall.

434. Is there a door through?—Yes.

435. Why did you not remain in the office where your brother was?—I could not; there was three men pushed me out.

436. Three men came and took you from the office, and put you outside the building altogether?—Yes.

437. Was that all that happened for that day?—That was all.

438. Did you go again there?—I went on the following day; I could get no admittance.

439. Where did you get to?—I got just to the gate, and I asked to get in, but they would not let me.

440. Did you state your business?—Yes; I said I wanted to see my brother.

441. Did you mention his name?—I did; they said no man was allowed to get in there.

442. *Chairman.*] Who told you this?—The gate-man.

443. Mr. *Cooke.*] Is this at the factory of Messrs. Barbour?—Yes.

444. How often did you go before the polling day to try and see your brother there?—I went five times, five different days running.

445. Who did you see, if anybody, except the gateman, on those other occasions?—I saw no one, only once, except Price and Phelan. I saw Price and Phelan.

446. What had Phelan to do with the factory?—He keeps a chandler's shop at Lisburn.

447. Was he at the factory?—He was.

448. Where?—He was just coming out of it in a car.

449. You could not get in either time?—No.

450. Did you leave a shirt for your brother?—I did.

451. Which day was that?—It was a Saturday evening.

452. That was the Saturday before the polling?—Yes.

453. On the day of the election, did you see your brother brought from M'Creight's house?—I did; along with Thomas Lavery, the butcher.

454. What did you do?—I ran forward and caught hold of him.

455. Did you say anything to them?—I did; I wanted him home, and Thomas Lavery stepped forward, and caught me by the throat, and said he would knock the eye out of me.

456. Then your brother soon after that got home?—Yes.

457. Were you present when he got home, when his wife gave him anything?—I was not.

Cross-examined by Mr. *Phinn.*

458. I suppose there are constables and police at Lisburn, are there not?—Yes.

459. Did you go to anybody of that kind to get your brother out?—No.

460. Did you go to any magistrate?—No.

461. You went four or five times upto see him; what was the last time before the polling-day that you were up there?—It was on the Wednesday before the polling day.

462. The polling day, I think, was Saturday?—Yes.

[The Witness withdrew.

ANN CORRY was called in; and, having been sworn, was Examined by Sir *Frederick Stade*, as follows:

A. Corry.

463. You are the wife of Samuel James Corry?—Yes.

464. You live in Lisburn, do you not?—Yes.

465. Does your mother-in-law live with you?—Yes.

466. Is her name Griselda Corry?—Yes.

467. Do

467. Do you remember Wednesday, the 11th February last?—Yes.

468. And John Major and a servant-man of Mr. Henry Major's coming to your house?—Yes.

469. *Chairman.*] What day in February?

Mr. *Cooke.* The 11th; she said the 11th, and Corry said Wednesday.

470. Sir *F. Slade.*] What time in the day was it?—About six o'clock.

471. Were you and your husband and mother-in-law having your tea?—Yes.

472. You three, your husband, mother-in-law, and yourself, were having some tea?—Yes.

473. Perhaps that fixes the time; about six?—Yes.

474. Did Lavery speak to any of you?—No; but to my mother-in-law.

475. Did he speak to your mother-in-law?—Yes.

476. What did he say to her?—He asked her to go; he wanted to speak to her.

477. Did they go together into another room?—Yes. He told her to fetch her daughter-in-law with her.

478. And did you go with them?—Yes.

479. Lavery said that the daughter-in-law was to go with her?—Yes.

480. You were to go away from your husband into another room?—Yes, with her into a room.

481. Did you accompany Lavery and your mother-in-law into another room?—Yes.

482. Was that on the same floor, or up-stairs, or where?—The same floor.

483. Were you there with the door shut?—Yes.

484. So that Corry could not hear or see what was going on?—No, he did not.

485. When you got into that room, what took place; tell us exactly?—He paid her down money.

486. What money?—£. 10.

487. What in, notes or gold?—Notes.

488. £. 1 notes?—Yes.

489. Ten 1*l.* notes?—Yes.

490. Had he said anything about the money before he paid it down?—No.

491. Just describe how it was done. He said, "bring in your daughter-in-law"?—Yes.

492. "Shut the door"?—Yes.

493. Then what did he do?—He paid down the money then.

494. Where did he put it down?—He counted it down on the bed.

495. Did he count them out?—Yes; he counted out the notes separately. *A. Corry.* 4 June 1863.

496. One, two, three, up to ten?—Yes.

497. When he put the money down on the bed, did he say anything?—He told her to take them up.

498. Did he tell her what to do with the money?—No; he did not say what.

499. Did he say what the money was for?—Yes.

500. What did he say; what was the money for?—It was for his vote.

501. Whose vote?—My husband's.

502. What did your mother-in-law say to that?—She said nothing.

503. What did she do?—She put it by in the drawer.

504. What did Lavery do then?—He went out of the house.

505. Did Lavery say anything during the time he was there, after he got into the room, but counting it out?—He said nothing, only it did not matter to him, as the money was not his that he was leaving.

506. Where was the man-servant belonging to Major?—In the kitchen.

507. With Corry?—Yes.

508. He did not come in?—No.

509. Did you see Lavery again?—No.

510. That day or during the election?—Not afterwards; he never was in the house afterwards.

511. Do you know what was done with the money?—It was put by till my husband came home.

512. Did you see that money given to your husband?—Yes.

513. Who gave it to him?—My mother-in-law.

514. Griselda?—Yes.

515. Was that the day of the polling?—Yes; after he came home.

Cross-examined by Mr. *Phinn.*

516. Is your mother-in-law here?—No.

517. Where is she?—She is quite infirm; she could not leave the house.

518. Had you known Lavery before?—Yes; I have seen him several times.

519. You merely saw the money paid down?—Yes.

[The Witness withdrew.

JOHN TEDDINGTON was called in; and, having been sworn, was Examined by Mr. *Cooke*, as follows:

520. ARE you a solicitor in practice at Lisburn?—I am.

521. And I suppose have resided there for some time?—I have, for a great many years.

522. In February in this year had you in your possession a document against John M'Intyre, of the borough of Lisburn?—I had.

523. Mr. *Phinn.*] I suppose you have an examined copy of it?—No; I handed it over.

524. Mr. *Cooke.*] It is immaterial; I will prove it in your possession. John M'Intyre was at that time an elector of Belfast, was he not?—He was an elector of Lisburn.

525. Had he any goods at that time on which you could levy?—No.

526. He had parted with his goods?—Yes, previously.

527. How long had you had this paper, which my learned friend is anxious to look at, in your possession?—I think nearly 12 months. *J. Teddington.*

528. In the beginning of February an election was coming on for Lisburn?—I think the 21st of February.

529. Did you know M'Intyre at that time to be busying himself at the election?—I did.

530. Which party did you find him taking part in?—I found him on behalf of Mr. Barbour.

531. What did you notice him doing on the part of Mr. Barbour?—I did not see him vote.

532. No; I am asking you long before the polling day; when you saw him taking the part of Mr. Barbour, did you see him in company with Mr. John Doherty Barbour, or any of the parties?

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parties?—No, I cannot say I did; but I had some conversation with him myself.

533. Did you then determine to put the decree in force?—No. He told me he was engaged on the part of Mr. Barbour.

534. Did you know some day in February of M'Intyre being in the house of a person named M'Blain?—Yes; it was on the Tuesday previous to the election.

535. That would be the 18th?—Yes; Saturday was the day of the election.

536. The 21st was the day of the election?—Yes, Saturday was the 21st.

537. Did you know M'Blain as taking a part in the election?—I cannot say further than from report.

538. Tell us what you did with regard to M'Intyre on the Tuesday: you knew of his being at M'Blain's?—I had previously been looking about for some means or other of recovering the amount of this decree.

539. What was the amount?

Mr. *Phinn.*] That can only appear by the decree?

540. Mr. *Cooke.*] Well, what was the sum you wanted him to pay?—It was between 20*l.* and 30*l.*

541. £. 29?—Somewhere about that.

542. You were looking out for some means of recovering the 29*l.*; did you know of his being at the house of M'Blain?—I did.

543. I believe you employed a person to go to Mr. M'Blain's house to him?—I did.

544. One of those individuals called a bailiff?—Yes.

545. Did M'Intyre make some request to you?—He was arrested, and I told him that I would send him to gaol if it was not settled; I went so far as to have a car at the door.

546. He then made some request to wait ten minutes?—No; I will tell you how that took place. Mr. Kennedy, who is a solicitor, came over. He is a relative of Mr. Barbour's.

547. Mr. Barbour's relation, Mr. Kennedy, came to you; and did he examine the decree?—He did.

548. Did Mr. Kennedy make some request?—There was a request made to let the matter stand over ten minutes.

549. Ten minutes after Mr. Kennedy, the relative of Mr. Barbour, had left you, did Mr. Brown, the principal clerk of Messrs. Barbour, come to you?—He did.

550. And thereupon did he pay you the money that you wanted?—Mr. Brown paid me the money that I wanted, and I gave him the decree.

551. Now, did any conversation pass between you and Mr. Brown before he paid you the money?—No; Mr. Brown said, "I will settle with you."

552. When he came in, I suppose something passed?—Mr. Brown came into the place where M'Intyre was.

553. Were you there?—I was. I asked him if he wanted to see Mr. M'Intyre, and he said "Yes." Then he went in; I opened the door, and let him in, and he went in and spoke to him. He was some time with him, and afterwards came out.

554. He had a conversation with M'Intyre without your hearing what passed, and then he came back: what passed between you and Mr. Brown?—He said he would settle it.

555. Settle what?—He said, "I will settle the decree," or the debt, or something of that sort.

556. And, upon that, did he pay you the amount you required?—He went down to my office with me, and paid the amount.

557. Did you hand him over the decree?—I did; and gave him a receipt for it.

558. And you have never seen it since?—No.

559. Nor wish to see it?—No.

560. Mr. Brown is the cashier, or agent of Messrs. Barbour?—I have heard it, but I do not know personally.

561. Did you know the man then as a Lisburn man?—He is reported to be the chief clerk.

562. Of Messrs. Barbour?—Yes.

563. Upon that, he was released from arrest?—Yes; I gave him the decree, and told him he might take the bailiffs off.

564. And you made M'Intyre a free man?—Yes.

Cross-examined by Mr. *Phinn.*

565. This was a pretty open transaction, was it not; it was done quite openly?—It was.

566. There was no secrecy or concealment about it?—There was no concealment with me.

567. I do not know whether you were a professional agent, but you were very active on Mr. Verner's side, were you not?—I was employed as a professional agent on Mr. Verner's side.

568. You did not look upon this as a matter of bribery at that time; it was done openly with the professional adviser of Mr. Verner?—There was nothing talked about bribery. I can only say the money was paid to me.

569. In the most open way, in the face of day?—It was in my own office.

570. And with your cognizance, you being the professional adviser of Mr. Verner?—Of course, I was one of Mr. Verner's professional persons employed in the election.

571. Are you taking any part in the petition as Mr. Verner's agent?—No.

Re-examined by Mr. *Cooke.*

572. Had Mr. Verner anything to do with the debt for which you had the decree?—Nothing in the world.

573. It was for a house in London, was it not?—Mr. Verner had no connexion with the matter whatever.

574. I understand you to say Mr. Brown had a private conversation with M'Intyre in the room before he came to say he was ready to settle?—Yes.

575. *Chairman.*] I understand that Mr. Verner has nothing to do with this petition?—No, nothing.

[The Witness withdrew.

JAMES BANNISTER was called in; and, having been sworn, was Examined by Sir *F. Slade*, as follows:

J. Bannister.

4 June 1863.

576. Are you in the service of Dean Stannus, of Lisburn?—I am in the service of Mr. Thomas Robert Stannus.

577. Is he the son of the Dean?—Yes.

578. Which of them is the agent of Lord Hertford?—It is Mr. Walter Stannus.

579. You are an elector and voter, are you not, for Lisburn?—Yes, I am.

580. Who did you vote for?—I voted for Mr. Verner.

581. Do you remember about the day Mr. Verner came into the town, when he first appeared as a candidate?—I remember the time very well, but I do not exactly say the date.

582. I am not asking you about the exact date; do you remember the time when he came in?—Yes.

583. About that date, did Mr. John Doherty Barbour, the Sitting Member, call upon you?—In either a day or two, it may be, after Mr. Verner came to the town.

584. Where were you?—I was at my work in the yards.

585. Of Mr. Stannus?—Yes.

586. You have not told us what your occupation is at Mr. Stannus's?—I am groom.

587. Was anybody with Mr. John Doherty Barbour?—Yes.

588. Who was it?—Mr. Major.

589. Was that Henry Major?—Yes, I believe so.

590. Did either of them ask you to do anything?—I was asked for my vote.

591. Who was that by; was it John Doherty Barbour, or Mr. Major, or both?—Mr. Barbour.

592. Mr. Barbour asked you to vote for him?—Yes.

593. Did you give him a direct answer, or did you put him off?—I did not give him a direct answer, for I did not promise my vote to him at all.

594. Did you give him what you call an evasive answer?—I did not wish to plump say at the time; I gave him no satisfactory answer that ever I would vote for him.

595. Did Mr. Barbour say anything to you upon that?—He did.

596. What did he say; use his own words?—"To tell you the truth, it is possible that I know them and their concerns so long," were, I believe, the words he said; and "James," said Mr. Major, "I will be as big with you as any other man, or bigger," meaning as much.

597. Then I suppose Mr. John Doherty Barbour knew you very well, as he called you by your Christian name?—Yes, he knew me very well.

598. I suppose you knew Mr. John Doherty Barbour very well?—Many a time I have seen him, and knew him very well.

599. You knew whether he was a partner in the father's house; did you know he was in business with his father?—I always understood that he was.

600. He said, "James, Mr. Major will be as big with you or bigger than any other man;" what did Mr. Major say to that?—He said, "James, I will be bigger with you than any other man."

601. Did he say anything to you about your voting?—He did; he insisted upon the vote, and I put him off just as easy as possible at the time.

602. You did not promise?—I did not.

603. Leaving him without any promise, they went away, I presume?—Yes.

604. Do you know David M'Blain?—I do.

605. Can you remember any time shortly after your meeting with David M'Blain?—Yes.

606. Do you know what day that was?—I do not remember exactly the date; but it might be the Wednesday before polling.

607. What time in the day was it you met David M'Blain?—It was on my way going home at night.

608. What time at night was it?—It might be half-past seven o'clock.

609. Did he take you anywhere?—Yes.

610. Where did he take you to?—Down a street into Mr. William Samuel Young's spirit stores.

611. Was that in Bow-street?—Yes.

612. When they got you to the spirit stores, did Young and M'Blain say anything?—There was some words passed; and they insisted, M'Blain first, that I should vote for Mr. Barbour; and we had a discourse upon it. I did not promise it to them at that time. At different times he did so; but upon that one occasion he insisted a great deal. I was most of an hour with him; and I said, on account of the gentleman being a friend, I would not give my vote to him; I was rather inclined to give it to Mr. Verner.

613. Were you alone with those two parties, or was your wife with you?—She was present at that time, at that part of the discourse.

614. Were you going down the street with your wife when you came across David M'Blain?—My wife was with me when I came down the street with M'Blain part of the time.

615. At that time was there anything said about money?—There was.

616. Tell us what he said?—He promised 50*l.*

617. *Chairman.*] Who?—Mr. M'Blain first.

618. Sir *F. Slade.*] What were you to give for the 50*l.*?—I was to give my vote to Mr. Barbour.

619. What did you say to that?—I did not promise my vote to him; I denied it, and went away with that in my mind for some time. I went home afterwards.

620. Do you remember your wife saying anything when they offered 50*l.*?—I do.

621. *Chairman.*] Was she by when the offer was made?—She was present at part of it. My wife said something what I myself knew to be true.

622. Sir *F. Slade.*] What was that?—It would not be right for me to do it, and, at all events, I had no intention to do it. It would be a cast-up to my children afterwards to say I would take money for my vote.

623. She protested against your taking money for your vote?—Yes.

624. A day or two after this, did Mr. Robert Barbour, the brother of the Sitting Member, call upon you in the stableyard at Dean Stannus's?—He did.

625. Did he ask again for your vote then?—Yes.

626. What did he say?—He insisted upon it a great deal, but, from my denying so often, I denied on as usual; and he had a good deal of discourse there, and I denied him for some time. He asked me what offer I had had made to me.

J. Bannister.

4 June 1863.

627. Tell us what you told him?—I told him that at different times I had been offered 50*l.*

628. Did you tell him by whom?—By Mr. M'Blain and by Mr. Samuel Young.

629. What did he say to them?—He seemed satisfied at that, and insisted upon my going down the street and seeing M'Blain again. I did not see M'Blain that night, but I think in the afternoon of the next day I saw him; and he took me into his house there, and, I believe, treated me. I told him there was rather more that 50*l.* gold in Mr. Barbour's side. He said there was before I came out, but offered 60*l.*, or I was to put any sum I liked myself if I would vote for Mr. Barbour.

630. When Robert Barbour was asking you for your vote, and you had told him that you had been offered 50*l.* by Young and M'Blain, did you tell Mr. Barbour anything about how you were treated?—I did.

631. Tell us what that was?—I told him how I was situated as to accommodation for the family, and that I could keep cows, and something in that way.

632. What did Robert Barbour say to that?—I believe his words were, "James, I will buy your land as long as you vote." He would find me so-and-so, and keep me all right for the time after the election was over.

633. Did he say anything about your son and daughter?—Yes; I have a little boy. He promised he would learn him a good trade, either in their own concern at Hildon, or at Coomsey's at Belfast.

634. What did he say about your daughter?—He said I had a little daughter, and he would learn her anything, so that she should be fit to go to their own place at Hildon.

635. Were you ever at a meeting of Mr. Barbour's supporters?—I was once.

636. Was that at M'Creight's?—Yes.

637. What is M'Creight?—It is something of an hotel he keeps.

638. Is that the Queen's Hotel?—Yes.

639. It was Mr. Barbour's committee-room?—Yes.

640. Who did you see there?—There were a a great many there.

641. Did you see David M'Blain there?—I would not say that I paid attention to all the people that were there, for there were a great many there.

642. Did you see Samuel Young there?—I rather think he was there.

643. Did you see Henry Major?—Yes.

644. What was he acting as?—He seemed to be making himself generally useful among those who were there.

645. Did you see the Member, John Doherty Barbour, there?—Yes.

646. Did you see Robert Barbour there?—Yes.

647. And Thomas Barbour?—I am not quite sure upon that.

648. Did you see Mussom there?—Yes.

649. And M'Intyre?—I think he was.

[Adjourned to to-morrow, at half past Eleven.

Brought from the Lords, 23 April 1863.

REPORT

FROM THE

SELECT COMMITTEE OF THE HOUSE OF LORDS,

ON

CHARGING OF ENTAILED ESTATES FOR RAILWAYS;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE,

MINUTES OF EVIDENCE,

AND APPENDIX.

Ordered, by The House of Commons, *to be Printed,*
24 *April* 1863.

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REPORT.

BY THE SELECT COMMITTEE appointed to inquire whether it is proper that the Power already given to LANDOWNERS to charge their ESTATES with TERMINABLE ANNUITIES, in order to raise Money for the Improvement of their LAND by Draining and Building, should be extended, so as to enable them to raise Money on similar Terms, for the purpose of taking SHARES in RAILWAYS calculated to increase the Value of their Property: And further to inquire, under what Conditions and Limitations such Power ought to be granted, if given at all;—And to Report to the House:—

ORDERED TO REPORT,

I. THAT the evidence laid before the Committee proves that both the letting and selling value of land is in general greatly increased by its having the advantage of easy access to a Railway.

II. That the additional value conferred upon land by the construction of a Railway is capable of being estimated by experienced land agents and valuers.

III. That there is frequently great difficulty in the present state of Railway affairs in raising money for the construction of a Railway intended to benefit an agricultural district, unless a portion, at least, of the shares are taken by the owners of the land to be benefited by the line.

IV. That landowners have, in consequence, become, in some cases, large subscribers to Railways passing through the district in which their property lies, and would, probably, have contributed much more largely to these undertakings but for the obstacles opposed by the present state of the law to their raising money for the purpose.

V. That it is therefore desirable to enable landowners to raise money for the purpose of taking shares in Railways calculated to improve their property, on the following conditions:

1. The charge to be imposed upon land for the purpose of taking shares in a Railway should be in the form of a rent-charge for a term not exceeding 25 years.

2. The amount of the rent-charge to be so imposed upon an estate should in no case exceed the amount of the increased annual value which the Enclosure Commissioners may be satisfied that the construction of the Railway will confer upon it.

3. The amount actually paid for shares in the Railway, and for the necessary expenses incurred in the transaction, should be certified to the Enclosure Commissioners before they sanction imposing upon the estate a rent-charge sufficient to pay the interest on the sum borrowed for these purposes, and also to pay off the capital in a term not exceeding 25 years.

4. No such rent-charge should be imposed upon land until it has been shown to the Enclosure Commissioners that the Railway has been completed and opened for traffic.

5. The shares so purchased should remain in the hands of the Enclosure Commissioners until the rent-charge shall have expired, when they shall be delivered to the person then entitled to the estate; and while the shares are held by the Commissioners, the dividends upon them should be received by the owner of the estate.

VI. That as the Enclosure Commissioners have been able satisfactorily to discharge the duty of superintending the outlay of money borrowed for draining and other improvements upon land, there is no reason to doubt that they would equally be able to perform a similar duty with respect to money borrowed for Railways.

VII. That the powers now possessed by landowners to charge their estates with money for various improvements have been granted by various Acts of Parliament, some of which are Public Acts, but more are Private Acts obtained by different Companies, and it is desirable that one general Public Act should be passed, revising and consolidating the provisions of these different Acts, and including the grant of power to raise money for such Railways as may be authorised by Parliament. The passing of such a general Public Act has been already recommended by several Committees, and ought not to be any longer delayed.

VIII. That as one Railway Bill, at least, is now before Parliament, containing Clauses giving power to landowners interested in the proposed line to borrow money in the manner above described for the purpose of taking shares in the undertaking, if such Bills should be found in other respects to deserve the sanction of Parliament, it would be unadvisable to exclude from it Clauses embodying the above principle, since this might expose the Promoters of the Bill to the loss of the present Session.

And the Committee have directed the MINUTES of EVIDENCE taken before them, together with an APPENDIX, to be laid before your Lordships.

ORDER OF REFERENCE.

Die Lunæ, 9° *Martii* 1863.

Moved, That a Select Committee be appointed to inquire whether it is proper that the Power already given to Landowners to charge their Estates with Terminable Annuities, in order to raise Money for the Improvement of their Land by draining and building, should be extended, so as to enable them to raise Money on similar Terms for the Purpose of taking Shares in Railways calculated to increase the Value of their Property: And further to inquire, under what Conditions and Limitations such Power ought to be granted, if given at all: (The Earl Grey): After short Debate, agreed to: The Lords following were named of the Committee; the Committee to meet on Thursday next, at Four o'Clock, and to appoint their own Chairman:

Earl of Devon.
Earl of Hardwicke.
Earl of Carnarvon.
Earl of Romney.
Earl Grey.
Earl of Minto.
Earl Cathcart.
Earl of Stradbroke.
Viscount Eversley.
Lord Wodehouse.
Lord Stanley of Alderley.
Lord Llanover.
Lord Taunton.

Die Jovis, 19° *Martii* 1863.

The Evidence taken before the Select Committee from time to time to be printed for the use of the Members of this House; but no copies thereof to be delivered, except to the Members of the Committee, until further order.

LORDS PRESENT, AND MINUTES OF PROCEEDINGS AT EACH SITTING OF THE COMMITTEE.

Die Jovis, 12° *Martii* 1863.

LORDS PRESENT:

Earl of Devon.	Earl of Stradbroke.
Earl of Romney.	Viscount Eversley.
Earl Grey.	Lord Wodehouse.
Earl of Minto.	Lord Stanley of Alderley.
Earl Cathcart.	Lord Taunton.

Order of Reference read.

Order of the House of Monday last, empowering the Committee to appoint their own Chairman, read.

It is proposed, That the Earl of *Romney* do take the Chair.

The same is agreed to, and the Earl of *Romney* takes the Chair accordingly.

The course of proceeding is considered.

Ordered, That the Committee be adjourned till Wednesday next, One o'clock.

Die Mercurii, 18° *Martii* 1863.

LORDS PRESENT:

Earl of Devon.	Viscount Eversley.
Earl of Hardwicke.	Lord Wodehouse.
Earl of Romney.	Lord Stanley of Alderley.
Earl Grey.	Lord Llanover.
Earl of Minto.	Lord Taunton.
Earl Cathcart.	

The Earl of ROMNEY in the Chair.

Order of adjournment read.

The Proceedings of the Committee of Thursday last are read.

The following Witnesses are called in, and examined (*vide* the Evidence), viz.:—*John Caldwell Bloomfield*, Esq., *John Dickson*, Esq., *Benjamin Woodman*, and the Hon. *Wm. Napier*.

Ordered, That the Committee be adjourned till Monday next, Three o'clock.

Die Lunæ, 23° *Martii* 1863.

LORDS PRESENT:

Earl of Devon.	Viscount Eversley.
Earl of Romney.	Lord Wodehouse.
Earl Grey.	Lord Stanley of Alderley.
Earl Cathcart.	

The Earl of ROMNEY in the Chair.

Order of adjournment read.

Order of the House of Thursday last, that the Evidence taken from time to time before the Select Committee be printed for the use of the Members of this House, but that no copies thereof be delivered, except to Members of the Committee, until further order, read.

The Proceedings of the Committee of Wednesday last are read.

The following Witnesses are called in, and examined: *George Darby*, Esq., *George Ridley*, Esq., and *Charles Clutton*, Esq.

Ordered, That the Committee be adjourned till Wednesday next, One o'clock.

Die Mercurii, 25° *Martii* 1863.

LORDS PRESENT:

Earl of Devon.	Viscount Eversley.
Earl of Romney.	Lord Wodehouse.
Earl Grey.	Lord Stanley of Alderley.
Earl of Minto.	Lord Llanover.
Earl Cathcart.	

The Earl of ROMNEY in the Chair.

Order of adjournment read.

The Proceedings of the Committee of Monday last are read.

A Draft of a Report is laid before the Committee by the Earl *Grey*.

The same is read, several amendments are made therein, and the same is agreed to as amended (*vide* the Report).

Ordered, That the Lord in the Chair do make the said Report to the House.

MINUTES OF EVIDENCE.

LIST OF WITNESSES.

Die Mercurii, 18° *Martii* 1863.

John Caldwell Bloomfield, Esquire - - - - - - p. 3

John Dickson, Esquire - - - - - - - - p. 5

Benjamin Woodman, Esquire - - - - - - - p. 9

The Honourable William Napier - - - - - - - p. 17

Die Lunæ, 23° *Martii* 1863.

George Darby, Esquire - - - - - - - - p. 31

George Ridley, Esquire - - - - - - - - p. 38

John Clutton, Esquire - - - - - - - - p. 44

Die Mercurii, 18° *Martii* 1863.

LORDS PRESENT:

Earl CATHCART.	Earl MINTO.
Earl DEVON.	Earl ROMNEY.
Viscount EVERSLEY.	Lord STANLEY of Alderley.
Earl GREY.	Lord TAUNTON.
Earl HARDWICKE.	Lord WODEHOUSE.
Lord LLANOVER.	

THE RIGHT HONOURABLE THE EARL OF ROMNEY, in the Chair.

Evidence on Charging of Entailed Estates for Railways.

J. C. Bloomfield, Esq.

18th March 1863.

JOHN CALDWELL BLOOMFIELD, Esquire, is called in, and examined as follows:

1. *Chairman.*] I BELIEVE you wish to make some statement with regard to the position of your own estate in Ireland, with reference to the Bill now before the Committee?

Yes.

2. You are desirous of showing the inconvenience to which you have been put in consequence of having to defray the expense of making a railway there, you being tenant for life of the estate?

Yes.

3. Will you point out those circumstances to this Committee?

A railway had been promoted for some considerable time to connect Enniskillen and Sligo by a direct communication. I promoted a railway on the north side of Lough Erne between Enniskillen and Sligo, taking the coast line for it. I found that it was extremely necessary both for the general benefit of our district, and for my own property in particular. I was obliged myself not only to give 22 acres of my life interest free, but at the same time to give 1,200 *l.* this year, and to take stock in the railway to that amount; and if that railway had not gone on, two large marble quarries of mine would have been totally useless. There is on my estate a very large factory which has cost in building alone 12,500 *l.* for the manufacture of porcelain, being the first attempt of the kind in Ireland, and that, too, would have been comparatively useless without the railway. I have also very large water-power to let; the result will be that my son in 10 or 12 years will have an enormous benefit, whereas in my own time I shall have a small benefit. For the 10 years that I have been resident on my estate I have raised the rental one-third, and the property to nearly double its former value.

4. Then you are now receiving largely from the working of this mine, I suppose?

Certainly not; I receive nothing, because it is all in embryo; I built this first passenger steamer on Lough Erne; I lost 1,000 *l.* in that, and although that steamer, from its construction, was not the thing exactly, another has followed, and is doing well, and if that steamer had not been put on, I should never have let the factory.

5. Earl *Grey.*] You considered that the opening of that district by railway communication was necessary to improve the value of your property?

Yes.

J. C. Bloomfield, Esq.

18th March 1863.

6. Otherwise you think that your property would have been of much smaller value?

It is impossible to say what the value of property will be from the construction of that railway. Sir Joseph Paxton was down there the other day, and he said Lough Erne is second to nothing but Killarney, in Ireland, and superior to any loch in Scotland. I have the only two stations and quays, they being in the same ground, at the west end of Lough Erne; consequently, the whole of the tourists must go on this estate.

7. The capital for the construction of the railway could not have been obtained except by the assistance of the landed proprietors interested in the line, could it?

We have nearly made it; Mr. M'Birny, a very active and enterprising gentleman, at his own expense, constructed the porcelain manufactories at Ballick, and he joined me in that railway, but had it not been for Mr. Conolly, the Member for Donegal, joining me and the rest of the landed proprietors, it could never have been constructed.

8. And it being necessary for the construction of the line that the landowner should raise the capital, you think it only reasonable that they should be enabled to do that by charging their property?

Yes, undoubtedly; I think of nothing but my son in this life; I have just left him at perhaps the most expensive school in England; but I think the case is hard for me as it now stands, with this estate of mine.

9. Earl *Devon.*] Independently of the benefit you think your estate may derive from the railway, would you consider it a public benefit?

Yes, an enormous public benefit. Lough Erne is one of the most beautiful loughs in the kingdom. It is almost unknown now. It was absolutely necessary that this railway should be built to bring it into proper public notice; and I am convinced, from the experience we had of only three months of the steamer running in last autumn, that we shall have every person who has ever been to the Lakes of Killarney at Lough Erne in two years, and every soul must land on my estates. Sir Joseph Paxton has declared that an outlay of not less than 20,000 *l.* will be absolutely necessary to build an hotel on my estate for the accommodation of the parties. It was by chance that I saw Lord Grey's notice, and proposed to give evidence here.

10. Earl *Hardwicke.*] Did I understand you to say that you gave up 22 acres of land?

Yes.

11. Was that for the purposes of the railway?

The railway runs right through my property, from end to end.

12. That is what the railway took from you?

Yes, free.

13. They did not pay you?

Not a halfpenny. I gave it up for my life.

14. You gave up 22 acres of your land for your life for the benefit of the Company?

Yes.

15. And after that you gave some money?

I took 1,250 *l.* in stock. I paid 375 *l.* in cash, and I am called on to pay 500 *l.* more when I arrive at Dublin.

16. But was there any objection to your so giving the land for the railway if you had obtained payment from the Company?

I might as well say that I was the Company; because, when I promoted the Company with Mr. M'Birny, we said, "We shall show such an example that the landed proprietors must follow us."

17. But if you are the Company, you have all the advantage at once, without charging your estate at all, because you made the railway; the only disadvantage, then, arises upon the question, how to raise the capital for it?

I do not understand your Lordship.

18. How

J. C. Bloomfield, Esq.

18th March 1863.

18. How do you raise it?
I must not answer you that question here, although everything I have done is quite open; but if it had not been for my coming forward with Mr. Conolly (to my own detriment, as far as my purse is concerned), it would not have been constructed at all.

19. Has your son no power, conjointly with you, to raise money on the estate?
He is but 12 years of age.

20. When he comes of age will he have that power?
Certainly.

21. Earl *Cathcart.*] If you had Parliamentary powers to raise money on your property, how much would you wish to raise?
I have considered the matter within the last two or three days, and that is where the difficulty all lies. I, myself, would think that a very small per-centage would be quite sufficient. I should say, about 3 per cent. on the value of the property.

22. You say that 3 per cent. on the rental of your property would have been sufficient for your purposes?
Yes; I think it ought to be sufficient in all cases. If more were raised, it would be detrimental to the estate; but I do not mean upon the rental; I mean upon the general valuation.

23. *Chairman.*] You mean 3 per cent. upon the whole value of the property?
Say, that the property is worth 50,000*l.*, I would say 1,500 *l.*

24. You would make it 3 per cent. upon the capital?
Yes, 3 per cent. upon the capital.

The Witness is directed to withdraw.

J. Dickson, Esq.

JOHN DICKSON, Esquire, is called in, and examined as follows:

25. Earl *Grey.*] WHERE do you live?
At Saughton Mains; about three miles from Edinburgh.

26. Have you had much experience in the valuation of land?
I have, for the last 20 years; I have been very much engaged in valuing both estates for sale and farms for leasing; it is very much the practice in our district to have the farms re-valued, and to renew the leases of land upon that valuation.

27. Have you also had much experience in valuing improvements made upon land by draining?
Yes; since the passing of the Government Draining Act I have been Assistant Commissioner, and I have had a great deal of work of that kind to do all over Scotland.

28. You have been reporting to the Commissioners whether the increased value to be conferred upon land by draining would justify their imposing rent-charge upon it?
Yes; I have been reporting on the improvements proposed to be made, and seeing that they were so carried out.

29. Is it your opinion that the construction of a railway in the neighbourhood of a farm contributes materially to increase its value?
It is; I have had great advantages in seeing the benefits that railways have done to farms. I may mention my own case; the farm at which I reside is within three miles of Edinburgh; I have a station on the farm, and I am, perhaps, rather too near Edinburgh to receive the full benefit of the railway in getting manure, but I find a great benefit in other respects. I have another farm near Dunblane, 40 miles from Edinburgh, and within a mile of the station, and I find that there the railway is worth 5*s.* an acre for the arable land.

J. Dickson, Esq.

18th March 1863.

30. The railway adds so much to the value of it?
Yes, it adds to the value of it; in fact, I would not have taken that farm without the railway accommodation; it was just then newly constructed.

31. Have you been lately employed by the promoters of the Northumberland Central Railway to report upon the value of the land, and the property upon the line through which it passes?
Yes.

32. Did you carefully examine the farms upon the line?
Yes.

33. What is your opinion of the increased value added to the land by the construction of the railway?
Stating it as a per-centage upon the rental, I should say that about seven per cent. would be a moderate estimate of the benefit that all the land within five miles of a railway station upon the line of railway would receive. Of course, at a greater distance the benefit varies, and might be less; but upon a good deal of it, to the west, it would not be so much less, because there is no other line upon the west side of the proposed line to which the farmers could get access; upon the east side, of course, it would not extend so far.

34. But I suppose that at some parts of the line, where there is now a great deficiency in the supply of coals and lime, the advantage would be greater than it would be further south?
No doubt.

35. So that the benefit varies considerably in different farms?
Yes; but I am merely stating this as the average.

36. What did you make out to be the average advantage per acre in the whole district?
I assume that 2 *s.* 6 *d.* per acre advantage is a very moderate estimate upon arable land; that 1 *s.* per acre is a very moderate estimate for green pasture, and perhaps 4 *d.* or 6 *d.* an acre upon hill pasture and moor pasture.

37. Do you think that, if powers were given to landlords to raise money for the purpose of taking shares in railways, with a view to benefit their property, it would be more difficult for you to estimate the advantage to be derived to the property from railways than there is now in estimating the advantage from draining?
I think not, particularly where it comes to the case of any large outfall, where you have to divide it among a number of proprietors. It is frequently the case that you have to allocate to them separately the benefit to the estates. I think the same machinery might be applied in this case.

38. The Inclosure Commissioners, in sanctioning a proposed work of draining, are guided by such reports as you and other inspectors make to them, are they not?
Yes.

39. And you think you could as easily make a report upon the advantage of a proposed railway as upon proposed large works of drainage?
Yes, no doubt of it; I see no greater difficulty in the one case than the other; it might be necessary perhaps to limit the per-centage upon the rental, but the same machinery that is worked now by the Land Improvement Company, and those other companies that have Acts of Parliament of that kind, and have powers for making private railways for the advantage of agriculture, and roads and buildings, and so on, can be applied to railways in this case.

40. You would have no more difficulty in making a report on one description of improvements than upon another?
None.

41. Viscount *Eversley.*] Have those companies which you have just named powers to make roads?
Yes; roads, fences, farm buildings, tramways, and railways.

42. Earl *Devon.*] In making such a railroad as the Noble Lord refers to, what element

element of probable increase should you take into account; and under what heads should you class the increase in the value of the farm?

The advantages which the tenants would derive from being near markets, for the conveyance of their corn and stock, and for getting lime manure, and even bringing stock to their farm from distant markets, would all be taken into account.

43. Then a minute calculation under each of those heads would probably be necessary to enable you to come to a satisfactory conclusion?

It requires some calculation, but to gentlemen who are in the habit of doing it, and estimating the rent of farms, it would come easier; it varies very much according to the district in which it is; that is to say, according as it is accommodated by a railway or not; I valued some farms before the railways were made; for instance, all through Strathmore, I found the tenants quite willing to give a very considerable increase where they had the advantage of a railway, and I found invariably also that where they had not that advantage they expected that the rent should be lower.

44. That is with regard to tenants without leases?

No, with leases; they are nearly all with leases in Scotland.

45. Lord *Wodehouse.*] How far is the land in Northumberland from the market where the corn is sold, measuring by the road?

From the railway it would be 10 or 12 miles.

46. Where would the corn go to?

To Berwick; that would be about 18 or 20 miles by road.

47. Earl *Grey.*] Much of it would go to Newcastle, I suppose?

The great bulk of it would go to Newcastle.

48. A considerable part of that district is more than 10 miles from a railway, is it not?

The nearest portion of the district is 10 miles distant from the Belford station.

49. But is not the country about Rothbury very much out of the way?

Yes.

50. Lord *Wodehouse.*] Is it not a fact that lime is required for the land of that neighbourhood?

Yes.

51. Are there at present facilities for obtaining the lime?

The lime lies further south, and the roads are very steep and hilly.

52. Then in the benefit to be derived by that country from a railway, the facility which it would give for bringing lime at a cheaper rate would form an important element?

Yes; lime, drain pipes, light manures, guano, and so on; even the taking away of potatoes enters into the case; and in scarce years it sometimes happens that the turnip crop fails in one district, and has to be supplied by the turnip crop of another district.

53. Then your calculation would materially depend on the distance of the farm or estate from the means of transit, because if it were near to a good road the advantage of a railway would not be quite so great?

Yes, my own farm is within three miles of Edinburgh, so, as I have already stated, I do not obtain the greatest possible benefit from the railway, although I am, in fact, benefited by it.

54. Have you been benefited by it, as regards Edinburgh?

Yes; I can now send potatoes to Glasgow in that way, and it benefits me with respect to anything coming from farther than Edinburgh; then I have another stock farm further up, in Perthshire, where we are now getting a railway. About 10 years ago I subscribed in order to obtain a railway so far on as Dunkeld, and that took 15 miles off my distance from the markets, by which I was very much benefited, and I now expect my farm will be worth 10 per cent. more rent. My lease is within three years of its expiry, but I have no hesitation in

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giving my landlord 10 per cent. increase of rent on account of having railway communication there.

55. Everything would depend on the particular circumstances of each case, and you do not think there would be any difficulty in a person like yourself estimating those particular circumstances fairly?
No, I think not.

56. *Chairman.*] The sort of country where what is proposed would answer best, is not, I suppose, such a country as your Lothian district, near Edinburgh, but more districts which are separated by a chain of hills from a market town?
Yes.

57. A large estate lying inland, with a range of hills between it and the market town, with perhaps a tunnel of half a mile running through it to the hills, which would give an access for sending away produce, and bringing back manure, and so on, is the sort of case where it would be a great advantage?
No doubt.

58. Have you any such case in your mind, in your part of the world?
They are making a railway up from Dunse, to join the line near Melrose, which will be a benefit; but that is being made and carried through principally by the proprietors and tenants of the country.

59. Earl *Hardwicke.*] I suppose for charging rents, for drainage purposes, and making the land responsible for it, under the present Act, you have some valuable land to deal with?
Part of the lands are in the Lothians.

60. With respect to your estimates for interior works do you find them speculative at all?
In this farm which I spoke of, near Dunblane, which I have rented for nearly nine years, I have nearly 400 acres of arable land. I pay 1*l.* an acre for it, and there I have received more benefit from it than anywhere else.

61. But when you, as a valuer, are going to value an estate for drainage purposes, and the money is to be raised from public stock, in order to the drainage of the land, is there no speculation in that, or do you feel perfectly certain that the amount of your valuation will be returned to that estate?
Quite certain.

62. That is the case upon interior improvements?
Yes.

63. Do you find the drain tiles fill up at all?
In a very few instances.

64. Then I suppose it would be wet land, with a run of water through it?
No, it is oftener because that the soil is not very porous.

65. And you find that the rains from heaven are sufficient to keep those drains perfectly clear, without filling up the tiles, do you?
Usually it is so; the only instances where we are troubled with the filling up of the tiles is where there is much oxide of iron in the soil and the subsoil, and particularly is that the case in mossy land. Wherever we have a doubt about the drainage paying the rent-charge, we state it, and we do not advise the work being done. That kind of soil which you refer to is chiefly thin poor clay, where the drainage is not only never so effective, but where it is also much more expensive; if you come to a retentive clay subsoil, the drains have then to be made very close indeed.

66. Then do not you think the calculations which you form in such cases may be rather speculative?
I know cases of land in which I would not advise the drainage.

67. Then, comparing the cases of your calculations for drainage purposes and for railway purposes, do you think there would be as much speculation, or less, in your calculations with respect to railways than there would be in your calculation with respect to drainage?
I think there would be less, decidedly less.

68. Viscount *Eversley.*] Do those railways of which you have been speaking give any special accommodation to the farmers in the way of sidings?

I think that wherever the existence of traffic can be shown, railways are ready to give conveniences.

69. Earl *Cathcart.*] You have referred to outfalls; let me ask whether you recognise this distinction between the question of outfall and the question of railways, namely, that the outfall work is essential to certain works going on within the property, while the railway is a commercial undertaking, which is not immediately connected with the property?

Yes.

70. Earl *Minto.*] Your calculations with respect to the benefit arising from the opening of any particular railway are based, I suppose, on the assumption that no other railway is likely to be opened in the neighbourhood without an advance of money being made?

I think that is a pretty safe calculation. If it is not a benefit to make the first railway in the district, it is not likely that another will come; but, irrespectively of that, the bases on which we found the calculation of the benefit to the land on which the rent-charge would be made, would be without reference to any other railway; any other railway might affect the dividend to the person in possession, but it would not affect the benefit to be derived to the property from that railway. The present Act, I think, of the Lands Improvement Companies allows them to burthen estates with railways, only they have no power in their Act to deal with public roads and crossings, and so forth, otherwise I think they have under their Act exactly the same power which it is here intended to give.

71. Earl *Cathcart.*] Powers with reference to works within the property, but not with reference to works beyond the property?

Just so.

72. That is the distinction, is it?

Quite so.

73. *Chairman.*] Is there any other observation which you would like to make?

I was about to say that in my experience in these matters I have, I think, certified the expenditure of upwards of 900,000*l.* for drainage and improvement works during the last 16 or 17 years.

74. Earl *Grey.*] In valuing farms for reletting, do you make a calculation of the benefit which a farm has derived from having a railway near it?

Yes; the distance at which it lies from a railway forms a very important element in the calculation.

75. And in making your valuation at the end of the lease, you calculate, I presume, whether that farm has gained anything during the term of the lease by the opening of a new railway?

Yes; I find that farmers and tenants are very willing to do everything they can at the present time to promote the formation of railways in their districts.

76. And they do not object to give you the calculation, though the farm has increased in value by the proximity of the railway?

Not at all.

The Witness is directed to withdraw.

BENJAMIN WOODMAN, Esquire, is called in, and examined as follows:

77. Earl *Grey.*] YOU are, I believe, the solicitor to the promoters of the Central and Northumberland Railway?

Yes.

78. In promoting that railway have you taken pains to ascertain the general opinion of farmers in that district as to the advantages of railways?

I have.

79. You reside at Morpeth?

I do.

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80. You have circulated questions to a large number of farmers, both upon the proposed and existing lines, asking their opinion as to the advantages of railways to their farms?
I have.

81. Have you got those answers with you?
Yes; there is one of the books which relates to the proposed line, and three which relate to the existing railways; not only railways in Northumberland, but railways elsewhere, in both England and Scotland.

82. Giving the opinions of various farmers in England and Scotland as to the advantage they derive from existing lines of railway?
Yes; and also the opinions of land agents, landowners, and others, of the benefits to be derived from railway communication generally.

83. Lord *Taunton.*] Within what district do you send out these inquiries?
Those applying to the Northumberland Central Railway were confined to the district within a radius of five miles of the intended line; those applying to existing railways were sent generally to all parts of England and Scotland.

84. On what principle did you select the persons to whom you sent those questions?
In some cases I sent them to drainage inspectors; in other cases to my own friends, whom I knew to be land agents.

85. Earl *Grey.*] And to persons whom you knew to be largely engaged in the management of landed property?
Yes.

86. And you sent the printed questions to some of the principal land agents, with a request to circulate them among the farmers that they knew?
I did.

87. What was the general result of those answers?
If I were to mention the questions asked I could tell you the result upon each. The former is, "What is the name and extent of the farm? Is it an arable or a stock farm?" He is asked, "How long have you occupied the farm? What distance is your farm from the railway station? Has the railway been open during the whole of your tenancy? Or, if for a part only, when was the line first opened? What are the benefits derived from the railway to your arable land? and what are the benefits to your stock farm? How much per acre would your farm lose in value if it were entirely deprived of railway communication?" I have not prepared an analysis of the average benefits. Very few of them, if any, set down the increased value given to the arable land below 2 *s.* 6 *d.*, and some of them exceed that very much. In pastoral land there is none below 1 *s.* an acre. I think most of them are 1 *s.* 6 *d.* Still pastoral land is much lower.

88. Lord *Stanley* of Alderley.] Do they state generally what is the nature of the benefit which they expect to derive from the present railway?
Yes.

89. Earl *Grey.*] The answers sometimes state the benefit derived by a reduction of so much upon so many cart loads of coal, lime, and so on?
Yes; but I do not think I could very well separate into different items the benefit derived, because they vary so much.

90. Lord *Stanley* of Alderley.] Probably you could state it generally?
It would include conveyance of lime to the farm, and manures, and conveyance to markets of the produce of the farm.

91. Earl *Grey.*] Does that last item apply especially to fat stock?
Yes.

92. I think the reports given are almost uniform, that there is a very large gain in sending fat stock by railway instead of driving it?
Yes, the saving is very considerable, in some cases going up as far as 1 *l.* a head upon oxen, and in other cases 10 *s.* At present the farmers have to drive them long distances to market; whereas, if they had railway communication, the cattle could be sent from the farm in the evening so as to be in the market in the following morning.

93. In the case where that gain of 1 *l.* per head occurs, what is the distance to the market?

In that case cattle would go to Newcastle.

94. Lord *Wodehouse*..] How far is that by road?

From 50 to 60 miles.

95. And they estimate the advantage derived from the railway in that case at 1 *l.* per head?

Yes, in some cases, and in others 10 *s.* The advantage arises in this way, particularly in summer: when stock is sent any considerable distance to market, the driving of it deteriorates its value. The flesh of the animal is reduced in bulk as well as in quality, besides which, certain expenses are incurred before the stock reaches the market. The farmer has to employ the drover; he has tolls to pay, and food to find for the cattle, both upon the road and in the market-town.

96. Lord *Stanley* of Alderley.] What length of time would it take to send the cattle 18 miles to Newcastle?

It could not be done safely in the summer under two days, or a day and a night.

97. Lord *Wodehouse*.] Have you made any calculation as to whether the cost of sending the cattle by railway would be less than that of sending them by road?

I have not made such a calculation myself. I have left that to the individuals whose replies are contained in the returns I produce.

98. Lord *Stanley* of Alderley.] But can you state whether the actual cost of sending cattle by railway, and the actual cost of sending them by road, would materially differ, or whether the advantage to the farmer occurs only in the removal of the deterioration which arises if the cattle are driven to market?

There would be some saving in the cost of the sending, and the cattle would obtain a better price in the market.

99. The advantage which the farmer would gain would be in avoiding that deterioration, and not in any economy in the mere act of sending the cattle to market?

Not so much that perhaps as the other, but there would be a saving of labour as well as of deterioration.

100. Earl *Grey*.] I think in some peculiar cases where farmers had formerly very bad communication with markets, the benefit derived from railway communication is put as high as 15 *s.* or 20 *s.* an acre?

Yes; and that is more particularly the case in Scotland.

101. Lord *Hardwicke*.] Can you state the original rent of the land to which you are now referring?

The particulars are not given; the question put is, "How much per acre would your farm lose in value if it were deprived of railway communication?"

102. And you take that loss as representing the probable gain?

Yes.

103. Do not you think that that is likely to be a mere exclamation on the part of the tenant rather than a deliberate calculation?

In most cases, I think not.

104. Earl *Grey*.] The farmer gives it in writing, supports it by calculations, and states his reasons for it?

Yes.

105. Have you had some experience with respect to the making of railways in that part of Northumberland which was, until lately, very much excluded from the benefit of railways?

Yes.

106. I believe the Wansbeck Railway running from Morpeth has a station on the North Eastern Railway, and goes almost directly west to a point on the Border Counties Line, called Reedmouth?

Yes.

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107. And that is intended to connect the two communications north and south, the North Eastern Line, and the Border Counties Line?
Yes.

108. Does it not pass through a district of land of not very high value in general?
The general character of the whole of the land the railway passes through there is poor.

109. There is a great deal of hill pasture, is there not?
Yes; a great deal of hill pasture.

110. Notwithstanding that being the character of the line, the proprietors of the land through which it passes thought it would be to their advantage to subscribe largely for the construction of the railway?
Yes.

111. Can you inform the Committee what Sir Walter Trevelyan subscribed towards that railway?
Sir Walter Trevelyan subscribed 30,000 *l.*

112. Sir Walter Trevelyan subscribed that amount, not from an expectation of a dividend upon his shares, but with a view to the advantage which he expected his land would derive from increased communication, did he not?
He did.

113. That railway is not quite completed, is it?
About 12 miles of it are completed. It is now finished to a point of about a mile within Sir Walter Trevelyan's estate.

114. But the through communication from the Border Counties Railway by the North Eastern line is not yet open, is it?
No.

115. Even in its present imperfect state, however, the railway has been found to add considerably to the value of the land?
Yes. My answer would apply more particularly to Sir Walter Trevelyan's land, because I know more of it.

116. Since the line was opened, has he had several of his farms which are traversed by that line fall out of lease, and has he derived a considerable advantage from the railway being opened?
A very considerable increase.

117. Do you think the increased rent is mainly due to the construction of this railway?
I have no doubt of it.

118. Do you think that, in the course of years, Sir Walter Trevelyan, when other farms upon his estate fall out of lease, will derive from the increased value of the land a fair interest upon his subscriptions to the railway independently of any dividend upon its shares?
Most certainly, and that was his view when he subscribed.

119. You have no doubt, from your experience, that Sir Walter Trevelyan will derive, quite independently of dividend upon his shares, a fair interest upon the increased value of the land?
He will.

120. Are there other landowners upon that line who contributed to the construction of the line for the same reason?
The Earl of Carlisle also has an estate which has been for years intersected by the North Eastern, and I think he subscribed about 15,000 *l.*

121. Do you think that there are many landowners who would contribute to the formation of railways if they had facilities for doing so, by raising money upon their land?
I do.

122. The advantage which Sir Walter Trevelyan has derived from this railway is, as I understand, exclusive of anything gained by the sale of his minerals?
Yes.

123. It

123. It is an advantage derived from agricultural improvement, through the railway?

Yes. I understood your Lordship, in putting the question, to be speaking more particularly about re-letting some of the farms. As a matter of fact, Sir Walter Trevelyan has very large beds of limestone.

124. But I was referring to the benefit accruing to the farms, irrespective of any further advantage to be derived by the sale of minerals?

Exactly.

125. Is it not the fact, that a great many landowners, who would derive an advantage from the formation of railways near their land, not being wealthy persons like Sir Walter Trevelyan, are prevented from taking shares in railway companies, by the difficulty they find in raising money for that purpose?

Yes, in some instances which I know of, where the estates are settled, they have no ready money, and have not the means of raising any; so that powers such as your Lordship indicates would be a great benefit to them.

126. And even where estates are not settled, the expense of proving title, and so on, is a great obstacle to the raising of money in small sums for the purpose of contributing to the formation of railways?

No doubt it is. I might mention that I believe Lord Carlisle's object in subscribing to the Wansbeck Railway was to obtain a supply of lime to his Morpeth estate. At present his tenants pay, I think, 9*s.* or 10*s.*, and I believe his agent told his Lordship that when Sir Walter Trevelyan's lime-works are opened they will obtain it for 5*s.*

127. I believe that part of that projected line for which you are solicitor goes through a country in which there is a very great quantity of lime?

Yes, particularly at the southern part. I understand that the limestone in some places there is 25 feet thick.

128. There is a great quantity of lime in the southern part of the country traversed by the line, is there not?

Yes.

129. There is also a great want of lime in the northern part?

Yes.

130. The district about Wooler has no lime at all, has it?

No; and some persons, of whom those questions were asked, state, that if they want lime they have to send a pair of horses and a man, which are engaged a night and a day in fetching it.

131. That is necessary, in order for the conveyance of a single cart load of lime?

For the conveyance of a single cart load of lime.

132. In that country is it a fact, that from the nature of the soil it is impossible to obtain any turnips without lime?

Yes.

133. And it is very fine land for turnip cultivation, supposing there were a proper supply of lime?

It is the very best land for that purpose.

134. From your communications with the tenant farmers in that district, are you able to state that many of them would be willing to agree with the landlord to pay the rent-charge to which he would be subjected for taking shares in the line?

I am quite satisfied that if there were any exceptions to that rule they would be very few in number.

135. You think that the tenants in general would be willing to agree with their landlords that, if they would take shares in the line, they would pay the rent-charge to which the landlord would be liable?

I have no doubt of it.

136. Earl *Cathcart.*] Do not some of those tenant farmers, who are applied to for answers to those queries, object to give the answers, because they fancy that their rents will be raised?

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They do; in fact a great portion of them state, in reply to that question, that the landowners will find it out soon enough when the railway is constructed.

137. The line you propose is to run from Hartburn, and it passes through Scot's Gap, Rothbury, Thropton, Wooler, and Cornhill?
Yes.

138. It lies nearly parallel to the north eastern, does it not?
Yes.

139. What is the mean distance between the two, in the course of the parallel?
It varies very much.

140. Cannot you give an average?
I should say that the average distance would be eight or nine miles; Rothbury would be about 14 miles.

141. And that is about the greatest distance, is it not?
Yes.

142. I presume your line is intended to be a paying line?
There is no doubt that it will pay.

143. In that case can you say why capital does not flow in?
Because if the line pays at all, it will only pay as a mineral line; and there is no inducement for the public to subscribe, seeing that it can never pay a very high dividend.

144. Does not capital, for that reason, flow in as it does in ordinary cases?
No.

145. In the parallel between the North Eastern and your proposed line, is there a range of hills?
For nearly the whole distance.

146. Is it an easy railway country between Hartburn and Norham?
I cannot speak of that in an engineering point of view; but it is a single line, and the estimated cost is 5,000 *l.* a mile; it is rather a circuitous line.

147. Earl *Grey*.] The works are not at all heavy, but from the nature of the country it is rather a circuitous route, is that so?
Yes.

148. Viscount *Eversley*.] Do you expect that there will be any traffic beyond the local traffic?
Very little.

149. Do you think the local traffic will support the line?
I have no doubt it will, if proper accommodation is given along the line, which it is the intention of the projectors to give. They intend to have sidings upon almost every farm, and to run very frequently, what are now called manure trains, at night, which will stop at every mile or two.

150. It is part of the scheme of this railway to give local accommodation to the farmers, is it?
Yes; the engineer has instructions to lay before the provisional committee, after consulting with the landowners and tenants, the different points at which such accommodation is to be given.

151. Lord *Stanley* of Alderley.] Are the Committee to understand that this line would not be able to be constructed, unless by the assistance of persons having a local interest in it?
Yes.

152. And those persons will not be able to afford that assistance, unless they obtain some such powers to raise money as are sought in this Bill?
I know a large portion of the landowners in the district; they are not wealthy proprietors, and are not in a position to subscribe largely to the undertaking.

153. Most

153. Most of those landed proprietors would be willing to subscribe if they could raise the money on their estates, you think?
Yes.

154. In Sir Walter Trevelyan's estate, upon the letting of farms since the railway came into the neighbourhood, a considerable rise in the rent has been obtained, you say?
Yes, very great.

155. Can you state to the Committee, whether any other farms in the neighbourhood to which the railway does not go have been re-let of late years?
No; the railway was only opened in August last.

156. But I should like to know if there are other farms in that part of the country to which the railway does not go, but for which the leases are expired, and whether for such farms a rise in rent has been obtained or not?
I cannot speak as to that, but I am more particularly acquainted with Sir Walter Trevelyan's land.

157. But, speaking from your own knowledge of the country generally, should you say that where leases have fallen out within the last two or three years, a rise in the rent of the farms has been obtained?
I should state that I am not aware of any large farms near to the railway having fallen out of lease since the railway was opened.

158. I am desirous to ascertain whether you think we may attribute the whole of the rise in rent to the fact that the railway has gone through the land, or whether the farms when they have fallen out of lease generally, within the last two or three years, have been let at a considerable rise?
Those farms that I speak of are chiefly indebted for the rise in rent to the railway accommodation afforded.

159. But, in cases where there is no railway, do you know whether farms have not been generally let at increased rents?
Yes, but that is consequent on other improvements; on an estate near Alnwick that I have some knowledge of, large sums have been expended in draining, and there the farms have been re-let at a very large increase of rent; but that is a different case from that of Sir Walter Trevelyan's.

160. *Chairman.*] The clauses which are before this Committee are put in at the instigation of the Company rather than that of the locality, is not that so?
I think it was stated at the outset at the meeting, that the individual proprietors in the district could not make the line.

161. But I mean that the clauses in the Bill were rather pressed by Mr. Napier's Company than by you?
Yes, after a consultation we had with Mr. Lloyd.

162. Mr. Lloyd being the barrister?
Yes.

163. Lord *Stanley* of Alderley.] When you say that 5,000 *l.* a mile is the estimated cost of the line, do you put down anything for land, or is that upon the supposition that the land will be given by the landlords?
The engineer's statement is 5,000 *l.* a mile, and I have reason to think that it may be done for that, because the Wansbeck Railway has now been constructed rather under that sum, including land, stations, and everything.

164. What is the length of your line?
Forty-six miles.

165. What is your total estimate?
£.260,000.

166. Does that include the value of land, or is it exclusive of land?
It is inclusive.

167. The Wansbeck line has been constructed to cost 5,000*l.* a mile, you say?
Yes.

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168. Earl *Grey.*] And by the same engineer, I believe?
Yes.

169. And through very much the same sort of country?
Yes; that line follows the course of the River Wansbeck; this line, instead of following the course of one river, follows the course of several, and I believe the gradients will be much the same.

170. *Chairman.*] Have you stated upon what terms it is proposed by the Company that any farmer should have the advantage of a siding?
I remember instructions being given to the engineer to consult with the farmers and landowners along the route, and I think he was to arrange for the sidings if he could obtain a certain guarantee.

171. If the farmer would pay the interest upon the money expended upon the sidings, he was to have the siding?
Exactly.

172. Lord *Taunton.*] Can you state what is the usual cost of a siding?
It depends very much upon the nature of the situation.

173. But within what limits, both ways, would you fix the cost?
The cost of a siding may be, I should say, from 100*l.* to 1,000*l.*; I should think that an engineer would state with confidence, that a siding for agricultural purposes could be made for 100*l.* or 150*l.*

174. Earl *Minto.*] When you speak of farms adjoining or near to a railway, do you assign any limit to what may be considered as near?
I believe the promoters had some idea that until the district was inspected, they could not form any decided opinion; in one place you have a wide part, as may be seen on the map (*referring to the map*), while here it is quite close again. The thing varies very much according to the nature of the country.

175. Lord *Stanley* of Alderley.] Have you any means of knowing what amount of shares will be likely to be taken by the landowners in the district, if the powers sought by this Bill are granted by Parliament?
I have formed no estimate; but I know that several landowners will avail themselves of the powers if they are granted.

176. Earl *Grey.*] A great many of them have said, have they not, that they will give no answer until they know that Parliament will grant the powers sought to be obtained?
Yes.

177. Lord *Stanley* of Alderley.] Does the line chiefly go through large estates?
Chiefly large estates, though, of course, in a line of that length there are both great and small.

178. Has the Duke of Northumberland much land on that line?
Yes, at the southern part.

179. Earl *Cathcart.*] Do you suppose that clergymen will avail themselves of the powers of this Bill, if they are granted, to burden their glebes?
I rather think they will; upon the Wansbeck Railway clergymen have been inclined to take both shares, and to subscribe to the undertaking.

180. Lord *Stanley* of Alderley.] I think you stated that there was no definition fixed as to what should be considered near to the railway?
No. I should think that five miles on each side would be a sufficient limit.

181. That should be reckoned sufficiently near, you think, to enable a landowner to borrow money for the improvement of his property?
Yes; of course a range of hills intervening might make a difference, but I should think five or six miles would be about the limit.

182. Earl *Hardwicke.*] Do not you think it would rather open a new question with respect to railway accommodation if such an Act as this were passed? Would not companies be then bound to give stations and sidings for every landowner that required them?

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It would be the interest of the companies to give as many sidings as possible, they knowing that this is not a through line.

183. Is it your opinion, as a gentleman who has been engaged in considering this subject legally, and also practically, that this would not be a speculative Act of Parliament?

I do not think it would.

184. Lord *Stanley* of Alderley.] Is there, in the proposed Bill, any limit to the amount which a landowner may subscribe?

No; there is no limit placed upon the amount that a landowner may borrow, except that he is to obtain the sanction of the Inclosure Commissioners.

185. And there is no limit with respect to the amount of money that may be raised, or with respect to the precise benefit that may be conferred upon the property?

None.

186. Viscount *Eversley*.] But the Inclosure Commissioners will not be able to execute an absolute order until the railway is open for traffic?

Just so.

187. So that no part of the money raised on the line can be applied to the expenses of passing the Bill through Parliament?

At present that difficulty is felt with respect to money for drainage purposes. If a man has not the command of money, he goes to a banker with a certificate from the Commissioners, and obtains an advance.

188. Lord *Stanley* of Alderley.] Is not any security taken, so that in case (for example) 5,000 *l.* a mile should not be sufficient for the construction of a line, and (say) 10,000 *l.* a mile were required, the railway should not remain unfinished; or would that additional amount have to be raised for the construction of the line?

No. I am not aware that such security is ever taken, but there is a deposit made in this case, as is usual.

189. Viscount *Eversley*.] The inheritance could not be charged till the line was completed, could it?

No.

190. Earl *Cathcart*.] Are you aware that, in the first Lands Improvement Act, Parliament insisted upon this guarantee with respect to the formation of common roads, namely, that the landowner should pay half the expense out of his own pocket, and that one-half should come from the inheritors?

I was not aware of that.

(*The Witness hands in four books of written and printed papers, containing the answers of farmers and others to whom the questions referred to in his evidence had been addressed.*)

The Witness is directed to withdraw.

Hon. W. Napier.

The Honourable WILLIAM NAPIER is called in, and examined as follows:

191. Earl *Grey*.] YOU are the managing director of the Lands Improvement Company?

I am.

192. Have you been so since the formation of the Company?

Yes; since 1853.

193. And you have been engaged in the proceedings for obtaining from Parliament the different Acts which that Company have had?

I have; we obtained our Act in 1853, an amended Act in 1855, and another in 1859, and we are at present before Parliament for a modification of the previous Acts.

194. Under those different Acts, you have large powers of advancing money to landowners for the purposes of various improvements?

 Yes;

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Yes; improvements in drainage and farm buildings, including also embankments, roads, and agricultural railways.

195. Your last Act gives you powers of advancing money for railways?
Yes.

196. But only for local railways through the individual property of the applicant?
Yes.

197. You cannot advance under that Act any money for the construction of a through railway?
No; because that being a private Act of Parliament, there is no power to take land or to deal with public interests.

198. I believe the clauses with respect to the advance of money required for the purchase of railway shares in the Central Northumberland Railway were prepared under your directions?
Yes.

199. By the counsel to your company?
They were so.

200. In framing those clauses have you endeavoured strictly to follow the analogy of the clauses in the Bills already passed by Parliament?
Strictly, because I believed that the machinery already provided by Parliament in the case of ordinary improvements, for the protection of the interests of tenants for life, would be equally safe for the protection of the interests of landowners who desired to charge their estates with a proportion of the cost of a railway, if proved to be beneficial.

201. Will you describe to the Committee what securities you propose to give against money being improperly taken by landowners for that purpose?
I propose that the same machinery shall apply in the case of an application to charge an estate with a proportion of the cost of a railway, as if that landowner had authority for the outlay of money for drainage or farm buildings, or any other improvements. The course of the Inclosure Commissioners is this: they satisfy themselves that the plans, specifications, and estimates for the works proposed are proper and efficient, and that the yearly benefit to be derived by the improvement will be greater than the annual charge to be imposed in respect of the outlay. They then issue a provisional order authorising the landowner to raise a certain sum, and when the work shall have been completed to charge that sum on the estate improved. When the work is completed the Inspector to the Inclosure Commissioners certifies to the due execution and to the payment for the work done, and the Commissioners then authorise the Lands Improvement Company to repay the landowner the money which he has already outlaid.

202. That is the course of proceeding with regard to drainage?
Yes, that is the course of proceeding with regard to drainage or farm buildings, or any other improvement; and it seems to me that the same principle ought to be carried out with respect to the proposition in respect of railways, viz., that there should be no charge made upon the land until the works have been reported upon by the Inclosure Commissioners, to be completed.

203. Until the railway is actually opened for use?
Until the railway is actually opened for use, so that there should be no possibility of an estate being charged without a benefit having been actually given.

204. Are you aware of Parliament having already in individual cases given a power of charging separate estates, for the purpose of taking shares in railways for the benefit of those estates?
I know of one case in Wales in which by an Estate Bill power was given to charge the property, with a contribution towards the cost of the Machynlleth Railway.

205. Have you got that Bill with you?
Yes (*producing the same*).

206. Do you know the circumstances under which this Act was obtained?
I do not; it was only upon my attention being called to this proposed investigation

gation that I made inquiries, and ascertained that virtually the same powers had been granted under that Act.

207. This is "An Act for authorising the Trustees of the Settled Estates in Wales of Earl Vane and Countess Vane to raise 5,000*l.* by mortgage of the same estates, and to become shareholders to the extent of such sum in the Newtown and Machynlleth Railway Company, and to sell to the company part of the settled estates, in consideration of a yearly rentcharge; and for other purposes." That is precisely the same principle as you propose in this case, is it not?

It is; it states in the Bill, that it could not be expected that the money of the public should be subscribed for this purpose; but as the railway would be locally beneficial, it was right that those estates should be charged with a contribution towards the cost of it. I have here three other Acts of Parliament in Ireland, by which baronies were made chargeable with a portion of the cost of certain railways.

208. Is it your opinion that if Parliament were to assent to the principle of giving powers of this kind to landowners, many lines of railway would in consequence be constructed for the benefit of agricultural districts?

I am satisfied that would be so, from the correspondence I have had for many years with the proprietors and agents of estates situated in agricultural and pastoral districts, which are at a long distance at present from railway communication.

209. In such districts where there is no new railway communication between great towns to be established, and where no existing company will take up a line, it is practically impossible to get the public to take shares, is it not?

That has been proved to be so. The great railway companies formerly gave part of their capital to assist for such a purpose, but that has been found to create a great deal of discontent among the shareholders, and railway companies no longer consent to give that assistance; it is therefore impossible to make such railways without some contribution from landlords who are within a reasonable distance of the proposed line.

210. The shareholders of most of the existing railways are now anxious not to increase their capital account, are they not?

Naturally so.

211. With that feeling on their part, the companies will not give that assistance to local proprietors without which local proprietors cannot, under the present state of the law, raise money for those railways?

Yes.

212. But with powers analogous to those which you now enjoy with regard to drainage, the advantage of railway communication might be largely extended in the agricultural districts of England and Scotland?

I think that wherever an efficient agricultural line could be made at a cost not exceeding 5,000*l.* per mile, many railways will spring up of this nature, to be paid for chiefly by contributions from estates in the manner proposed.

213. I suppose that your company anticipate a considerable advantage from extending their business in that way?

Yes, certainly; because we have a clause in the Act of 1859 by which we are empowered to find money for beneficial works and improvements, sanctioned under Acts of Parliament, or Royal Charter.

214. In the clauses prepared under your direction for the Northumberland Central Railway, it was proposed that the expenses incurred by the landowner might be added to the sum paid for his shares in calculating the rentcharge to be imposed?

Exactly the same as it is at present in the case of drainage; all the expenses are added to the sum outlaid, and charged on the estate for 25 years.

215. You propose to adopt the same practice with regard to taking shares in railways?

Exactly.

 216. Those

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216. Those expenses do not usually amount to a large per-centage upon the sum laid out, do they?

I think I may roughly state that, on an average, the expenses for the raising of the money, the outlay of the Enclosure Commissioners, the stamps, and the other small charges connected with the transaction, do not amount altogether to more than 6½ per cent. on the money so laid out; so that if 1,000*l.* were raised, 1,065*l.* would be charged on the land.

217. That is a substitute for all the heavy charges that would be incurred in the investigation of the title, if the money were raised in the ordinary way?

It is so.

218. *Chairman.*] You said that in the last private Act of your Company power was obtained to advance money for the making of railroads?

Yes.

219. Have other companies of a similar character to yours had such powers?

With respect to the companies that have obtained Acts of Parliament subsequently to the date of this Act of 1859, I think two of them have.

220. Besides that power, are there in your Company's Acts, and similar Companies' Acts, money powers given to tenants for life to raise money on their estates, and to do things which go far beyond the general law?

Yes.

221. Has there not been a great race between the Companies coming to Parliament for the purpose of enlarging those powers, from time to time?

I think that since 1859 there have only been two such Acts of Parliament—one for a Company in Scotland, and another in England. I do not think there have been more.

222. But take the General Land Drainage Company, and the West of England Company, have not they often been before Parliament since 1853, seeking to extend their powers from time to time?

No, I think not.

223. Your Company did so, did it not?

We obtained an amended Act in 1855 and in 1859, but I do not think the General Land Drainage Company, or the West of England Company, have been to Parliament since.

224. But you came to Parliament in 1859, and sought and obtained powers to do things which had before been granted by Parliament to other Companies; did not you?

Exactly.

225. And the great ground on which you did that was, that those powers had been so granted to other Companies, and therefore it was fair that you should have the same?

Distinctly; first of all, that the power we asked for was beneficial, and that being so, and it having been granted to Companies previously, we were fairly entitled to the same, that landowners in dealing with us should not be put under any disadvantage.

226. Earl *Devon.*] Are you aware that in that Bill there are two specialities, one being a power in the original settlement to raise 5,000*l.* on mortgage for the further improvement of the value of the property?

I did not read that Act so carefully as to remember.

227. And also that there is in it a reference to the Court of Chancery, and that it was under their sanction that the Bill was brought in and passed?

I believe so; the Court of Chancery was substituted for the authority of the Inclosure Commissioners. Some controlling authority being necessary, the Court of Chancery was selected.

228. You think, on the whole, that the authority of the Inclosure Commissioners is an equally, if not a more satisfactory, mode of providing the required security?

I think so; because they have had many years experience in the carrying out of improvements, and are provided with a most skilled and experienced staff

staff all over the country. They are so accustomed to the machinery that I am sure they would deal with it most satisfactorily.

229. Practically, do you find that the inquiries made by the local inspectors of the Inclosure Commissioners are carefully and properly made and followed out?

It is a question in which we naturally take great interest, as the securities are to be given by us for the money that we lend; therefore I have watched those proceedings with the greatest care, and I am satisfied it would be impossible to devise a more efficient machinery for the protection of the person lending the money, and of the estate charged.

230. Does the circumstances of the power in the settlement to raise that 5,000*l.* on mortgage, constitute in your mind any distinction between the case of that Bill and the class of cases for which the powers you now seek are intended to provide?

I think, looking at the words of the clause, that the principles involved in both cases are the same.

231. Earl *Cathcart.*] When railway works are commenced, is it not on the faith that certain landowners will obtain money on the inheritance in the way suggested?

That they will obtain it when the work is completed.

232. Assuming that it is five years in construction, how is the money to be obtained during those five years for the carrying on of the work?

Precisely as if the landowner should now undertake a share of a large joint work, such, for instance, as an outfall which may take two or three or four years to complete; having obtained the provisional order of the Inclosure Commissioners, authorising the execution of the work and his contribution to it, and having obtained a contract with the Lands Improvement Company, that when the work is completed they will repay the money, it is a very constant practice to take those two documents to any country banker and say, "Here is the order of the Inclosure Commissioners authorising the work, and here is the contract of the Company stating that when the work is completed they will repay the money; what I now require is, a temporary advance of money from you."

233. But suppose the particular landlord dies in the meantime?

That is provided for under the Act of Parliament.

234. It is still binding?

Yes, it is binding.

235. Then, with regard to the principle which has hitherto been adopted with regard to this particular legislation, has not this principle been always adopted, namely, that when money is raised upon the inheritance, it shall be spent upon the inheritance, except with regard to outfalls, which are necessary for certain works going on within the estates?

In the case of those interior works, it is always the case that the lands actually improved should be charged; but, in the case of an outfall, the whole estate is actually benefited, and then the estate has been charged, although the work in respect of which the money is to be charged is at a long distance—probably many miles away.

236. But do you not think the distinction now suggested points to a difference in the principles adopted?

I think the principle now proposed is identically the same principle as that of charging an estate for outfall drains.

237. But is there not this distinction, that the money which has been raised upon the inheritance has hitherto always been spent upon the inheritance, except in the case of an outfall which is necessary for work which goes on within the inheritance?

Of course if you lower the bed of a river 20 miles away, you naturally give an increased fall to the whole water shed; therefore it is, in my opinion, an analogous case to the benefits conferred by a railway.

238. Then with regard to your first Act; when you obtained that first Act of the Lands Improvement Company, was there not a stipulation made by Parliament that when common roads were made upon estates, the landowner should

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advance one-half of the money out of his own pocket, while the other half was to come out of the inheritance?

Yes, in 1853, but that was cancelled in the Act of 1855, because it was shown that if it would be beneficial to make the road, it was not right to ask the landowner to pay one-half out of his own pocket.

239. Then you recognise the distinction between the proposed legislation and the principle which has hitherto been adopted, namely, that when money is raised upon the inheritance it is spent upon the estate, except in the case of outfalls which are necessary for works going on within the estate?

I recognise the fact that there is a difference, but I am strongly of opinion that the principle involved in the case of outfalls, and in the case of interior improvements, and in the proposed case of railway improvements, is identically the same, namely, that no land is charged unless the work is beneficial and is completed.

240. Do you think that this distinction would exist between outfalls and railways, namely, that one is a commercial undertaking, and the other is not?

I put them under the head of beneficial agricultural undertakings in both cases.

241. Earl *Devon.*] It is suggested, is it not, that the shares shall be in the hands of the Improvement Commissioners, and not in the hands of the borrowers, until they are paid off?

Yes, exactly the same as, if instead of selling the rent-charges, as the Lands Improvement Company do, they were to issue debentures under their Act of Parliament. In that case the rent-charges, which are the foundation of the debentures, would be held by the Inclosure Commissioners. Precisely in th same way it is now proposed that the shares shall be tied up in the hands of the Commissioners.

242. Lord *Stanley* of Alderley.] You believe that to be essential?

Yes, absolutely essential.

243. If I rightly understand you to say that your Company will advance the money, but that the construction of the railway will not be under the direction of your Company, what security have you that the railway shall be completed, since until it is completed you cannot require from the landowner his contribution for the money advanced?

We shall not advance a shilling of money until we have obtained a certificate from the Inclosure Commissioners that the railway has been completed, and that we are empowered to advance the respective sums originally sanctioned under the application.

244. Then, in the meantime, is the railway to be constructed by the Railway Company without any assistance from your Company?

Without assistance from the Company, except in so far as I explained a few minutes ago, that the contract we have entered into will enable the landowner to raise money temporarily from local sources.

245. What would happen in such a case as this, that the Railway Company imagined they might complete the works for 5,000 *l.* a mile, and they afterwards found they must spend upwards of 10,000 *l.*, and could not raise the necessary money, so that the railway remained incomplete?

It should be one of the duties of the Inclosure Commissioners, when such an application was made by the landowners, to call upon the Railway Company, and their contractor, to show that they had given adequate security for completing the railway for the sum estimated.

246. Do you think it would be right to include such a proviso in this condition for the advance of the money?

Since the preparation of the clauses I have considered that very carefully, with other more experienced gentlemen in such matters, and we were all of opinion that such powers should be added.

247. It is your opinion that there should be powers added, requiring that the Company should give sufficient security to the Inclosure Commissioners that the railway should be constructed for the estimate they gave in?

I think so.

248. Earl *Grey.*] As I understand it, is it immaterial with regard to the object of this Bill whether the railway is completed according to the estimate or not, provided that it is completed?

Distinctly so, so far as this, that the estate cannot be damaged if the railway is not completed; but as the landowner may have entered into a private arrangement to enable him to find the money temporarily, I have thought that it would be well to call upon a railway company at the time of its making an application to the Inclosure Commissioners, to show that good security has been provided for the completion of the works.

249. But that rent-charge, which is to be fixed upon the land, is to be calculated, not with any reference to the dividend upon the shares, but simply with reference to the advantage derived by the land from the opening of the railway?

Distinctly.

250. Therefore, if the railway is made, but at a heavier cost than was anticipated, there may be a worse dividend on the shares, but the position of the landowner, with regard to the rent-charge, will not be altered?

Not in any way.

251. Lord *Stanley* of Alderley.] But how would your system work in such a case as that of the line to Newmarket, which is not now worked. The money would have been paid, and the proprietor of the estate would derive no benefit from the railway whatever?

It is not likely that if a certain number of landowners have combined to charge their estates, that they will abandon their enterprise when completed; besides, it has occurred to me, since your Lordship asked the question, that there is in the Lands Improvement Companies Act of Parliament a clause by which during the term of the rent-charge the landowners are bound to maintain all improvements. Therefore, as the Central Northumberland Railway Act of Parliament refers to the whole of the machinery of the Lands Improvement Companies Act, the landowners would be compelled to maintain this railway during the term of the rent-charge, and they would naturally see that the other parties, who had entered into obligations, should be made to fulfil their share of them.

252. Do you mean that if the receipts of the railway were not enough to pay the working expenses, then the landowner would be compelled, in addition to the terms of his original obligation for the construction of the line, to contribute also for the working of the railway?

I am of this opinion that, in so far as their proportion of the cost of the railway went, the landowners would be compelled to see that the railway was maintained because their estates were charged.

253. And that would be in addition to the contribution originally authorised by the Inclosure Commissioners?

If the contingency arose that the railway was abandoned, which I think under the circumstances an impossible one.

254. Viscount *Eversley.*] The maintenance of a railway must depend on the traffic on the railway, and if that were not sufficient to maintain the railway, do you still think that the landowner should be obliged to keep it in working order?

In all Acts of Parliament charging landed estates there is that clause which compels the maintenance of the improvements during the rent-charge. The drains must be kept open, and the farm buildings must be insured and kept in repair, and so on. Therefore I think that in the analogous case the railway should be maintained; but as the Inclosure Commissioners will not allow the creation of the charge unless it is proved that the traffic in connexion with the estate would be so large as to be beneficial, that does not seem to me to enter into the same category as a railway, which, after being got up as a speculation, might not turn out so beneficial as was expected.

255. Lord *Taunton.*] You think that the staff and machinery of the Inclosure Commissioners, as now constituted, would be able, without any addition, to deal as satisfactorily with those cases connected with railways as they do with the business already under their control?

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I think so, because the experienced and intelligent gentlemen whom they employ throughout the length and breadth of the country for the purposes of their operations are the very gentlemen who are called upon to give evidence daily with regard to the value of land of all kinds with respect to railways, compensations, and so on.

256. They would have no difficulty in dealing with this class of cases, you think?

I think no better men could be employed.

257. Lord *Stanley* of Alderley.] With regard to expenditure for internal improvements and railways, is there not this distinction, that there is in one case a positive measurable advantage to the property, whereas the advantage from a railway would be conjectural and probable only?

I think there is nothing conjectural about it; on the contrary, I am satisfied that the whole benefit of drainage, of farm buildings and other interior improvements, is not obtained unless communication is equally given with the markets by means of railways.

258. Earl *Hardwicke.*] Suppose the railway was brought to a condition in which the landowner was to support it, would the landowner have to support the rolling stock or merely the permanent way?

I believe that if those railways were made there would be no occasion to create any rolling stock for that purpose, the lines would be mostly leased immediately, leased gladly and willingly by the parent companies, and they would provide the whole of the stock; I believe in nine cases out of ten they would lease the lines; I am satisfied that the advantage to the parent lines would be so great that, seeing the landowners had supplied the place of the shareholders, the parent lines would at once enter into an arrangement to stock and lease the line for a term of years, and even for such a term as would cover the duration of the rent-charge.

259. Earl *Grey.*] You think that the sort of lines contemplated by this inquiry would be leased to the existing lines as soon as they were made?

That is the plan which has always been in contemplation in regard to these proposed railroads.

260. Lord *Wodehouse.*] You say you have no doubt there would be less danger of these lines being abandoned than speculative lines, but is it not the case that the whole of this proposed measure assumes that these are lines which are not so likely as other lines to be beneficial to the shareholders, and, therefore, cannot be made without the assistance of the landowners under special powers; so far, therefore, is not it the case that such lines would be more likely to be closed than what you termed speculative lines?

I think, seeing they would be constructed for a sum not exceeding 5,000 *l.* per mile, that there would be few agricultural and pastoral districts in which the traffic will not support the cost of making them. I think that at a cost of 5,000 *l.* a mile these railways will pay admirably, whereas if they were to cost 10,000 *l.* or 15,000 *l.* a mile they would not pay, and the means could not be obtained to complete them.

261. Still, whatever risk there may be of such lines being abandoned, is it not obvious, because the money has not been subscribed in the ordinary way, that, in the opinion of the public, these lines would be less profitable than speculative lines?

I think it is not fair to assume that because the attention of the Stock Exchange is not drawn to the cost of small agricultural lines that necessarily those lines would not be profitable to the extent of their outlay; and I am of opinion that if such agricultural railways were made, and the practicability and safety of them were established, then there would be more disposition on the part of the public to join in such enterprises.

262. Lord *Taunton.*] But might it not be possible that, subsequently to the construction of such a line, some other line in its vicinity might be made for the agricultural purposes of the district, which might materially interfere with the paying value of the railway, taken simply as a railway?

I think, in the majority of cases, that it would scarcely be so; it is proposed rather that these should be tramways and railways proceeding along valleys into

into the higher lands, thus feeding railways in the lower country. I do not think it is likely that competing lines of that kind would ever be made.

263. You have stated very forcibly the great advantage it is to agricultural property to have a railway going through it, or near to it; but take the instance of a flat country, might it not be thought desirable to have that country so much intersected by railways, for the sake of the interest of the landowners and occupiers of land, that there should be a network of lines all over it, which would materially interfere with the money value of each railway, though it might be very valuable for the purpose of agriculture?

I scarcely think that would come under the machinery proposed; the cases I have always contemplated have been those of branch valleys of 10, 20, or 30 miles, or 40 or 50 miles in length, in which the construction of cheap railways would be beneficial, and where it was not probable the public would come forward to make them now that shareholders have grown more careful.

264. You think that the check of the Inclosure Commissioners would be very efficient in every case, so as to prevent any abuse of that kind?

Perfectly so.

265. Earl *Grey.*] But do you think it would be an advantage that these powers should be granted generally, or do you contemplate that each railway should come to Parliament for its Bill, and each case be considered on its own merits?

My experience of public Acts for improvements is this, that unless the public Act provides special means for carrying out its purposes, very little work is done under such an Act; but if a special Act is obtained, and special means are given for raising money, the works are carried out; I may refer to the Private Money Drainage Act, by which any landowner may, with the authority of the Inclosure Commissioners, charge his estate with the execution of improvement works; I imagine that very little work is done under that Bill, because although the landowner has got the power, there are no funds placed at his disposal for carrying them out.

266. But do you not think with regard to railways, where the advantage anticipated by the landowner is communication with distant markets, that all those railways should be submitted to Parliament in the ordinary way, in order that Parliament may see that each scheme ought to be authorised; for instance, taking this Northumberland Central Railway Bill (even if those clauses are put in), that it should go under the ordinary Parliamentary investigation?

I certainly think it should be so, because, first, the passing of a general Bill would not practically give the means required; and, secondly, I concur in the opinion that each particular case should be thoroughly investigated.

267. On its own merits?

On its own merits.

268. With regard to the question of abandoning railways after their being partially executed or entirely executed, have you ever known a case of that kind to arise?

I have not.

269. If that arose, it would be more likely to be in cases of lines which had been brought forward with a view to speculation in shares, during the period of a mania, than in the cases of lines which were *bonâ fide* for the improvement of a country?

Yes, that is my opinion, unless in some speculative cases, which I think could hardly by possibility occur.

270. Earl *Hardwicke.*] Supposing a general Act like this were passed, what do you think would be the effect of it on the speculative railway world; would it not be immediately to turn loose an immense number of speculative solicitors over the whole country talking to the farmer, and immediately suggesting that every atom of land must be rail-roaded?

I really do not think so. I think no landowner is likely to give countenance to such proceedings unless he is satisfied that his tenants are actually to pay the rent-charge to be imposed upon his estate. For the last 10 years I have seen the exceeding care and slowness with which all those agricultura operations are originated and carried out, so that I do not think there is that

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danger. I believe that the machinery of each application to Parliament would adequately protect us from designing persons, if such there were.

271. Lord *Stanley* of Alderley.] Do not you think it is not desirable that there should be any general conditions with which all parties applying to construct railways under this Act should comply before money could be advanced; I mean that in the case of each company, or each party applying for a private Bill, the promoter should be required to adopt certain conditions, which should be operative in all cases?

I think that would be almost necessary.

272. In order that there should not be a variety of conditions under which companies should be bound to advance money for improvements of one description or another?

Precisely.

273. Lord *Llanover.*] You have been asked a question with regard to the liability of parties to maintain a railway, after it had been made—let me put to you this case:—Supposing a line of railway is made of, we will assume, 20 miles long; nine-tenths of the proprietors of the line agree to subscribe under the powers of the Act, the other tenth party will not subscribe, and the line becomes, in consequence, a non-paying line; will not the tenth person, not subscribing, be able to compel the other nine-tenths to maintain the railway for the general use of the district, whatever its cost may be?

I feel certain that in scarcely any case could a railway be abandoned—because the interests of all the parties are so bound up together, that there would be no difficulty in compelling the maintenance of the railway.

274. Lord *Stanley* of Alderley.] Are you not aware of the existence of a case, namely, that of Newmarket Railway, where the condition of things is this—that not only could no dividend be obtained, but that there was not sufficient traffic to pay the working expenses, and to maintain the line?

But that never could arise in this case, because the very fact of the Inclosure Commissioners agreeing that the estate should be charged, would be founded upon evidence showing that there must be a certain amount of traffic through the estate.

275. There might be an amount of traffic which might be beneficial to the estates, and yet not necessarily sufficient to enable the railway to be kept in working condition?

I think that by the plan of bringing each special case before Parliament such a contingency would be completely avoided.

276. You think that there is sufficient security against that in the Inclosure Commissioners declining to permit the money to be advanced except a reasonable ground for making the line be made out?

I am satisfied of it.

277. Earl *Cathcart.*] I thought I understood you to say, that some guarantee was given to the landowner in a case where, during the construction of a line, he borrows money on his own security from a banker. But supposing the Inclosure Commissioners refuse to sanction the line after the landowner has advanced the money, what guarantee do you give the landowner that he will get his money back again?

Before the landowner has borrowed a shilling nearly the whole of the arrangements will be matured and completed, and the respective parties will have asked the Inclosure Commissioners to sanction the charge upon their estates when the works shall have been completed. In the meantime the contracts would have been made, and, upon the faith of those contracts, the landowner would have no difficulty in borrowing the money temporarily.

278. I thought I understood you to say that the landowner was to anticipate events by raising money on his own security?

No, not upon his own security, but upon the contract to advance the money, and the authority of the Inclosure Commissioners.

279. Did you not say the landowner would have some security under those circumstances?

The

The guarantee I intended was, that the Inclosure Commissioners should be satisfied that the railway could really be made for the sum mentioned; the guarantee being given by the contractor or the company.

280. But is not the whole of the line subject to the final approval of the Inclosure Commissioners on the completion of the work?

Yes, but they have seen the plans and the estimates previously, and have satisfied themselves that the work will be completed.

281. But the Inclosure Commissioners have the power at the last to object to the line, if they do not consider the work properly done, have they not?

If the work had not been done strictly according to the arrangements previously agreed upon, they might refuse to sanction the line, but not upon their own plans and specifications, if they were duly attended to.

282. *Chairman.*] Did you not speak of a Private Money Drainage Act under which nothing had been done?

It is a public Act passed, I think, 15 years ago, by which the landowner is entitled to charge his estate for the execution of drainage and other improvements with a rent-charge for a term of years.

283. Do you know if that is called Lord Carlisle's Act?

I will furnish your Lordships with a note of it.

284. Lord *Stanley* of Alderley.] Has that been acted upon at all, do you know?

It has been acted upon only to a certain extent, because it did not provide the money.

285. *Chairman.*] But, under an Act passed two years ago, a good deal of work has been done, has it not?

I do not think there has been any Private Money Drainage Act passed after the last Private Improvement Act; under the Lands Improvement Act we find the money. I do not think there has been any Act of the kind passed for some years.

286. I am referring to the Outfall Bill, passed two years ago, a general Drainage Act?

That is a new Act, which it is expected will be very beneficial, and proceedings are now, I believe, only commencing under it.

287. You were drawing a distinction between the powers that are used where parties come from private companies to borrow money, and general powers conferred by public Acts; and I thought you said that the powers conferred by public Acts were of no use, because the parties did not avail themselves of them?

Yes.

288. But under this Act of two years ago which is now in operation, the parties are actually borrowing money and doing works; is not that the case?

They are now beginning to do so, because they have a special machinery provided in that Act by which they can go into the money market and negotiate; but I am strongly of opinion that the Lands Improvement Company will advance more money than will be negotiated under that Act, because it is known that private companies have the means. We are a sort of centre for application, and the landowner has not to ask his agent to run all over London to negotiate the securities. He knows he can get the securities negotiated with us.

289. Earl *Grey.*] These Land Improvement Companies are, I think, substantially a sort of brokers between the capitalists and the land improvers?

Yes; they are agents between the money market and the landed interest.

290. You take upon yourselves the trouble of collecting the rent-charges, and that gives a value to the debentures which they would not otherwise have?

Yes; we take the entire responsibility of paying the interest half-yearly of the rent-charges.

291. The Land Improvement Company is responsible for the payment of the interest half-yearly?

Yes.

Hon. W. Napier.

18th March 1863.

292. Lord *Stanley* of Alderley.] Did I understand you to say, that the whole expense of this operation, including the expense of your company under the Inclosure Commissioners Act, amounts only to six per cent. on the money advanced?

I think 6½ per cent. is a fair, accurate average.

293. What is the period within which the principal is to be paid in this case?

Twenty-five years, and a rent-charge of 6½ to 6 *l.* 15 *s.* per annum is charged. The 6½ per cent. to which I alluded just now was different.

294. Viscount *Eversley.*] I spoke of the per-centage to be paid after the work is completed?

Yes; 6 *l.* 10 *s.*, 6 *l.* 12 *s.* 4 *d.*, or 6 *l.* 15 *s.* for 25 years are the average.

295. Earl *Grey.*] It depends on the value of money at the time, does it not?

It does.

296. Lord *Wodehouse.*] I think you stated that you thought people were beginning under the General Drainage Act to execute works; are you aware of your own knowledge, that the provisions of that Act are beginning to be taken advantage of; I mean those provisions of the Act which enable the landowners of a district to borrow money, and execute certain works?

I believe there are impediments in the working of the Act of Parliament. In fact, I am aware that representations have lately been made to the Home Office, who originated the Act, for an amendment of it. But I have had numerous parties from the country writing to say that proceedings were about to be commenced, and asking us to find the money if the Inclosure Commissioners sanctioned the undertaking.

297. You said you thought there would be some objection to a general Act, because there would not be facilities under it for borrowing money; but would not the general Act rather be an Act laying down certain conditions with respect to the amount of money to be advanced, and the term of years, and other such matters, while the special Act would merely refer to the provisions of the general Act, and embody them. Do you think such a general Act would in any way impede the operation of the facilities to be obtained under a private Act?

I did not intend to suggest that the public Act would be inoperative. I merely meant that it did not furnish the money, and that therefore it did not give all that was requisite. I think that, as was stated by Lord Stanley just now, some general requirements or provisions might very well be adopted to regulate all proceedings, leaving the special merits of each case to be dealt with by a special Bill.

298. Would not the two measures work together? The general Act would lay down certain provisions, and persons wishing to avail themselves of its powers would come to Parliament for special Acts, so that the general Act would be a convenient preliminary to the obtaining of special Acts in each case?

I think such a proceeding might possibly be beneficial in certain cases; but that all that is necessary could be obtained by an investigation of each particular case.

299. Do you not think it would be desirable, by passing a general Act, to prevent the possibility of the special Acts giving different powers?

I think it would be very desirable to avoid that contingency.

300. *Chairman.*] You think that would be avoided by a general Act giving powers so far as the raising of money and charging the estate was concerned, so that that being settled by the general Act, the money shall afterwards be raised, and application made for special powers under a private Act?

Beyond believing that the combination of those principles would be desirable, I have hardly gone sufficiently into that part of the subject to be able to give your Lordships any very matured opinion about it.

301. Earl *Grey.*] What I understand you to convey is, that there should be a general

general Act, like, for instance, the Lands Clauses Consolidation Act, which general Act any particular railroad might adopt and embody in its special Act?
Exactly.

302. *Chairman.*] Is there any other observation which you wish to address to the Committee?
None.

The Witness is directed to withdraw.

Ordered, That this Committee be adjourned to Monday next, Three o'clock.

Die Lunæ, 23° Martii 1863.

LORDS PRESENT:

Earl of DEVON.	Viscount EVERSLEY.
Earl of ROMNEY.	Lord WODEHOUSE.
Earl GREY.	Lord STANLEY of Alderley.
Earl CATHCART.	

THE EARL OF ROMNEY, in the Chair.

Evidence on Charging of Entailed Estates for Railways.

G. Darby, Esq.

23d March 1863.

GEORGE DARBY, Esquire, is called in, and examined as follows:

303. *Chairman.*] YOU have been an Inclosure Commissioner, for how many years?

Since 1845.

304. Have you looked at the Bill which is the subject of the inquiry of this Committee?

I cannot say that I have looked at the Bill; I do not think I have seen it; but I have heard its object. I think I understand what the object of it is, namely, to charge settled estates with the charges for the improvement of those estates, by carrying a railroad through them for the purpose of giving them facilities of communication which they had not before.

305. In the Bill it is provided that the operation is to be done through the Inclosure Commissioners, the same as exists with regard to drainage?

So I have understood.

306. Do you think that the Inclosure Commissioners would be able to deal with that matter?

The difficulty which they would have in dealing with it is this: with respect to drainage I do not think that on the whole it is any matter of speculation. There may be lands which on trial you may find will not drain; but taking it in a general point of view, I do not consider drainage a speculation, because you first ascertain the quality of soil that you have; you find out what sort of drainage will succeed, and then you find the increased produce in consequence of that drainage; thus drainage is no speculation. The same sort of drainage is carried out on the same nature of soil, and becomes nearly a matter of certainty; and the best proof of that is, that all through our drainage works, the tenants have generally agreed to pay the rent-charges; and wherever there has been an objection to the drainage, and some has been done in the neighbourhood, the adjoining tenantry, who in the first instance objected, have induced their landlords in many instances to apply for money to carry out the same kind of drainage. With regard to buildings, I confess that it requires a great deal more supervision on the part of the Inclosure Commissioners. There are a great many fancies as to the erection of buildings. Some people want much better farm-houses, and what they call an improved class of tenantry. It requires very great care on the part of the Inclosure Commissioners how they charge land in respect to buildings, to prevent it hereafter being a very serious matter to remainder-men.

307. Lord *Wodehouse.*] You mean with respect to building?

Yes.

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23d March 1863.

308. *Chairman.*] And with regard to railways?

I was asked whether I thought the Inclosure Commissioners could carry this proposition out. I thought the best way to answer that question was to show the Committee in what particulars I thought there was no speculation, and in what particulars there was a very onerous duty imposed upon the Inclosure Commissioners. With respect to the drainage, I think that their way is clear up to this moment; I confess that with respect to buildings it is a matter which, as an Inclosure Commissioner, having individually seen till within these last two years every single plan and every valuation, and having tested those valuations, I think it is a matter of very onerous and responsible duty for any body of men to perform. Now it appears to me that the return which will be made in respect to the improvement of an estate by a railroad passing through it is a still greater speculation. I can exemplify this: the other day some parties proposed to bring a railroad through my own parish and close to my property, and they asked me to support the railroad and to get the South Eastern Company to take it up. My first question was, "Where are you going to have your stations, and what guarantee have you that the trains will stop at those stations?" they told me where they proposed to place the station, and my answer was, "That is very true, that station is nearer to me, but from the nature of the ground I can never get to it; and, therefore, if you give me such a station, although the railroad is nearer, it is much worse than the one which I have got already." Therefore I do not think that any man could value the improvement of an estate without his having full information as to the stations, the nature of the access to them, and the amount of the produce from the particular farms the railroad is supposed to effect, as well as the power to force the Company to perform their engagements.

309. By this Bill it is proposed that no money shall be raised upon the estate, or at all events paid, until the railway is completed?

I presume in this case it is to be a branch which is to be made by another railway; and I mention that, because I had some conversation with one who is perfectly conversant with all railroad matters, and who is a railroad director; I asked him how this could be managed, and he said that if a branch were made where there was an old railroad, you could have shares which would only be shares from the time of the railway being completed; but that he knew of no way by which, in an entirely new railway, you could have one set of shares upon which you could raise money and make calls, and a different set of shares only to come into operation on the completion of the railroad.

310. That is as to the mode of proceeding in the Bill?

Yes.

311. Supposing that Parliament carefully guarded all those things, do you think that there would be power in the staff of the Inclosure Commissioners to carry on the duties of inspectors?

Yes, as to the mere question of staff, that is the manual operation; but it is admitted that you want responsibility. I frankly tell the Committee that with the experience I have already had, as regards buildings, and the number of explanations necessary as to the valuations, I have no hesitation whatever in saying, as regards buildings, that if we had depended upon the valuations returned to us in the first instance, the Inclosure Commissioners would have done just as much harm as good, or rather more. We had an application under the West of England Drainage Company to charge an estate in fee of 2,000 *l.* a year rental with 40,000 *l.*

312. Lord *Wodehouse.*] For what?

For buildings and drainage. All those things require most careful testing before you decide upon them.

313. *Chairman.*] Had that case been reported to you favourably by your valuer?

I think so, and it was refused on the part of the Inclosure Commissioners.

314. Then you put that forward as an instance of the great difficulty which the Inclosure Commissioners would probably have in getting good advice upon these subjects?

You must forgive me, but I had to do with valuers for a great many years before I was an Inclosure Commissioner. Get a valuer for a tenant, and a landlord's valuer

valuer, for instance in Sussex, where we have those abominable things, tenants' valuations, and compare the valuations. I have known them differ a quarter of the whole amount of the inventory. I do not say that there is anything wrong in it, but a valuer's bias will naturally be in favour of his client. You may get a valuer to make a valuation, and easily find three others to contradict him. Therefore, I say, that although a valuer is sent to make a valuation, you will still want a very close supervision in order to prevent the estate from being charged with what hereafter may prove to be a loss.

315. That is such care as the Inclosure Commissioners would take, is it not?
I have drawn the attention of the Committee to the different classes of charges. As to drainage I can see my way; as to buildings I get into considerable difficulty; but when I come to what I consider still more speculative as to value, namely, railways, of course my difficulty is infinitely increased. I am not down on the spot; I can only get an opinion, and if I am dissatisfied I can only ask for another. I must say that I think railroads will be much more speculative than buildings. With buildings it is all very well to say, the tenants require this, that, and the other; but the question is, how much increased rent do you get from them when the works are done? As far as I am concerned I get very little. I do not deny at all that a railroad improves an estate; I am not for a moment disputing that; it is easy, however, to say, such and such an improvement will pay eight or nine per cent.; but my question is this: when you come to charge the estate, have you got responsible tenants who will take leases at the increased rents; that is what we always ask. If you have got responsible tenants who will undertake to pay so much per cent. to meet your rent-charge, I can understand it; but if they will not do that, you have no security whatever for the rent-charge being paid, and if not, a number of charges on the estate will be created against the remaindermen; I think, however, you will find ultimately charges upon limited estates become very heavy. I do not see that men having estates in fee are in the habit of charging them for such purposes. We have very few such cases; they are generally limited estates.

316. It is your opinion, then, that in many cases railroads might be of great benefit in improving the value of an estate?
If I have got bad roads through a country, and they make good ones, unquestionably it improves the estate. If a railway comes, I am not the man to say that it does not improve my estate; but to what extent, so as to make a charge upon the land, is the question that we have to look at.

317. The owner of the estate being heavily burdened, and not being able to lay out money for the purpose of carrying out improvements upon that estate, if there is a tenant willing to take a lease such as you suggest, would it not be desirable that there should be power in such a case to borrow the money?
You cannot do it for turnpikes or for parish roads. If a railroad will pay, you will no doubt find plenty of people to make it.

318. Railroads may not pay the shareholders directly, but they may pay the person in the double interest of estate holder and shareholder?
I suppose you would put a clause in the Bill to prevent their shutting it up. Two have been shut up.

319. Lord *Stanley* of Alderley.] Which railways are those?
The Newmarket is one, that was shut up.

320. Earl *Grey*.] But it is now open again?
It is.

321. Which is the other one?
I am pretty sure that one railroad was in the hands of creditors.

322. *Chairman*.] Do you know any railroad that has been completely shut up?
The Newmarket, until it got into other hands, and was taken on to Cambridge.

323. Earl *Grey*.] You stated that you considered draining not a speculative improvement?
As a whole, I do not think that it is.

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324. But in individual cases there is frequently great doubt whether it really pays the outlay?
I think there is not, if a man uses common prudence. Drainage is not a thing you undertake at once. It is not a thing which you must do in a hurry. If I am going to drain, and I try a particular soil, and I find that it answers perfectly, of course I do not consider it a speculation to go on, when I know what the improvement is in the land. But it is a very different thing from engaging in a large undertaking, which must be gone on with.

325. But, practically, I believe the common plan is, when drainage works are going to be undertaken, and a scheme made for the draining the estate, before a spade is put into the ground an application is made for a provisional order to the Inclosure Commissioners?
The process is this: an application is originally made for a certain sum; upon that application an inspector goes down and sees what the scheme of drainage is, and suggests any alteration in it. Upon his reporting favourably, and the Commissioners being satisfied, a provisional order is given for, we will say 5,000 *l.*, but then that 5,000 *l.* may be only spent by, perhaps, 300 *l.* at a time, and if the drainage fails, the person may decline the rest of the loan at any time he likes.

326. But you find no difficulty in forming an opinion upon a scheme for laying out a sum like 5,000 *l.* upon the drainage of an estate?
I think not.

327. Advantage of that outlay depends entirely upon the judgment with which it is planned, and the proper manner in which it is executed?
Unquestionably.

328. And in many cases it has happened that drainage has been done which has not answered, and which has had to be done over again?
Yes, drainage not executed under the Commission. Considering that there are four millions of money, or nearly so, applied for, and that we have returns every year from all the drainage under the Act, I should say that the failures are most extraordinarily few, hardly any. I may, however, state that there was drainage done, very contrary to my opinion. The Drainage Act was used at first as a sort of Relief Bill in part of Scotland. Drainage was undertaken there against the strongest protest which I could make at the time to the Government. I think there was a fault there, and failure in some of the drainage; but, taking it as a rule through the country according to the returns, it is most extraordinary the few instances of the failure of drainage that we have had; and it is remarkable how entirely the old system of drainage has been given up, and the improved system adopted.

329. You are aware that there has been a great deal of drainage done, not under the supervision of the Inclosure Commissioners, which was badly done, and had to be done over again?
Yes. People often apply for drainage loans where former drainage has entirely failed; they borrow money to drain the land again efficiently. The first drainage that was done without supervision was not charged on the estate.

330. But the judgment and experience of your inspectors have been sufficient to ensure that the money which has been laid out under your authority has been, with trifling exceptions, well laid out?
I think on the whole it has.

331. And, in order to ensure that, it requires very careful inspectors to see that the drainage is properly done?
It does, because no inspector can watch every bit of drainage; but by using testing rods, and making an opening here and there, and seeing portions of the drainage while it is going on, he ascertains, as far as practicable, that it is properly executed. Taking it, therefore, altogether, and having the returns before us, and seeing that the tenants usually undertake to pay the charges, I think that the drainage has not been a failure. We never have, I believe, had drainage stopped in consequence of its being a first charge on the estate.

332. But

332. But I do not think that in general you make any inquiry whether the tenants will pay the additional charge, or not?

Oh yes, we do. I say that most distinctly. I do not say in every case, because this would be unnecessary; but it is a common practice, where a charge is proposed, to ask whether the tenant has a lease, and whether he is to pay the annual charge. In every case of buildings we have a return of the amount of stock kept on the farm, the present rent, and the increased rental; and then we ask whether the tenant is to pay that increased rental. And although it is not done in every case of drainage, where there is any manner of doubt the matter is inquired into. I have written many letters myself, to ask whether an increased rent is to be paid by the tenant. The case of drainage may be so obvious a one, that you are satisfied without that inquiry; but in any doubtful case, it is the constant practice to ask whether the tenant pays the rent-charge. Mr. Ridley, I am sure, will corroborate me in what I say. It is not once, but scores of times that it has been done. If it is a very obvious case of improvement, it is unnecessary to ask the question.

333. The money seems, under your authority, to have been laid out upon the whole extremely well?

I drained 20 years before I had anything to do with the Inclosure Commission, and I have seen a great deal of it in every part of England, and my impression is that the money has, on the whole, been very well laid out.

334. And that a great deal of the money not laid out under the same inspectors has been wasted?

I know this as a fact, we have had many instances of applications for loans to drain land which had been previously badly drained.

335. And in order to ensure this judicious application of the money under your authority, you trust mainly, I believe, to the reports from your inspectors?

We of course trust very much to the reports of the inspectors; but I dare say there is not a day passes that we do not write three or four letters asking for explanations.

336. But mainly you trust to the reports which you get from your inspectors, taking care to give authority to act as inspectors only to gentlemen whom you think will give you impartial and honest opinions?

Yes, our object has always been to get competent and trustworthy inspectors.

337. You make a distinction, I think, between your inspectors, and the tenants' valuers or landlord's valuers of whom you talked before, who give such very different opinions as to the value?

Their duties are of a different character.

338. That they are impartial persons appointed by you?

Yes.

339. If your inspectors state that they can as easily give an opinion as to the increased value that the farm derives from railway communication as from drainage, would not that opinion have great weight with you?

It would not have so much weight as might be supposed, because I know the subject perfectly well: I have seen operations ever since I was 20 years old, of all descriptions; I have been in the midst of them; I have known valuers and seen them meeting together, and gentlemen have asked me as a friend to settle questions when I have had valuers before me; and I confess you often got very different opinions resulting from the same facts.

340. If an inspector that you have been in the habit of largely trusting were to report to you a farm that at present suffered very largely from want of good communication to market, and that in his opinion that farm would gain to the extent of 50 *l.* a year, for instance, by railway communication, would not that opinion be as valid and good for your acting upon, as a report that you receive from your inspector upon the subject of draining?

No; because I do not think he can have the same data to go upon, and where that is the case I certainly must take his opinion with much more circumspection than I should where I knew he had certain data to go upon.

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341. Lord *Stanley* of Alderley.] Supposing that you were to be told, and that it was shown to you, that a tenant already having a lease or a new tenant coming in would give so much more for his farm supposing a railway were constructed, should you consider that a case in which money might be favourably advanced for the construction of that railway?

If he were a solvent man, and would give it for a number of years, or near the number of years that the rent-charge ran, it would be a very strong ingredient; but I thought you put that not as a particular case, but as a general thing taken through a line of country. If you go to a particular estate, and a man says I have excellent capital, and I will give you 50 *l.* a year for the farm for 21 years, of course there is no answering that; but if you take a line through a country for a prospective advantage, it would require very strong evidence in me to come to any degree of certainty what the real value to each tenant would be.

342. Supposing that evidence were laid before you, that the great majority of the tenants upon the line of railroad were willing to pay the rent-charge imposed upon the estate, would you then think it was a proper case in which money might be advanced?

It would depend upon the solvency of the tenants, and the length of their leases.

343. But supposing the case to be favourable in that respect, you think that it would be a legitimate case for raising money for that purpose?

If you ask me for my opinion, it is this, that you have gone a very great length already in charging estates with drainage and buildings; and in some cases, as in the West of England Drainage Company, I think charging them very unfortunately in fee; and I tell you candidly from what I have seen with respect to the Improvement Companies, I am every day alarmed respecting the charges which are being made on estates.

344. Is not that a question rather of the policy of the measure than as to the practicability of the Commissioners forming a judgment as to the amount of advantage which would accrue to the estate from the construction of a railway, and in what way would the improvement occasioned to an estate by the construction of a railway differ from the improvement obtained by new buildings, or by drainage works?

With respect to new buildings, it requires the most extreme care on the part of any persons that have the conduct of the business; and if you superadd to that more speculative measures, it then becomes a very onerous duty for any body of men to perform. That is my very strong opinion. If a man has an estate in fee, he does as he pleases with it; but our duty is to protect the remainder-men, the mortgagees, and so on.

345. Do you think that the Inclosure Commissioners would be competent to give an opinion as to whether, under these circumstances, the money might be properly advanced, and do you think that they would be as well able to do it; I am not speaking as to the policy of it?

I am speaking of the duty under the Act of Parliament, which is imperative; namely, that when you charge an estate with an annual amount, the improvement must increase its annual value by a like amount. I think that that can be ascertained pretty nearly in drainage. I say that it is more difficult to ascertain it in building, and that it is still more difficult to ascertain it in regard to railroads, and that I as an Inclosure Commissioner should have no right to allow a charge upon the estate under the terms of this Act of Parliament, until I was satisfied that it would increase the actual annual value of the estate by a like amount; and I put it to any gentleman who is acquainted with buildings and new houses on an estate, whether it is not a very difficult thing to do. I believe that any man who undertook it would find it a very difficult task. I think it a very serious duty to perform, and I have always thought so. I have said over and over again, that if the Inclosure Commissioners were utterly unacquainted with land property, and charged estates upon the inspectors' reports just as they came in, I think a great deal of mischief would be done to landed property in this country.

346. Lord

346. Lord *Wodehouse.*] After all, is not the main point to test whether an estate ought to be charged, whether a tenant will give the amount which is to be charged upon the estate during such a term of years as would practically secure the remainder-man from any loss?

Unquestionably, that is a very good test. If the whole of the tenantry, through or near whose lands the railway is to pass, are solvent men, and you can bind them in law to pay the charge during the term, no doubt the charge upon the estate cannot injure the remainder-man. But you are assuming a state of facts which I think you will never arrive at.

347. Without assuming that the case would be so perfect as that, why is there greater difficulty in ascertaining, as regards a railroad, than as regards drainage or buildings, the fact that certain tenants who are responsible persons will pay the interest of the money expended?

There is no more difficulty in ascertaining the responsible tenants who will pay the interest in the one case than in the other, not the least; but in drainage it is not a matter of speculation, because by draining a certain field I find that I can now get a sack of wheat more now with 20 *s.*; therefore I get 20 *s.* more for that year out of the acre drained. Therefore, there is no speculation in that; but there is a speculation in building.

348. Viscount *Eversley.*] Are the men who are employed to make these valuations in different parts of the country, or do you send them from London?

No; it would be no use to send a valuer from London.

349. But you employ the most competent men you can find?

Yes, we do.

350. Could not those persons be trusted with respect to the advantages that would arise from the passing of a railroad through an estate, the same as they could be trusted with respect to the advantages arising from drainage?

I think you can trust them *quasi* placing confidence in them; but the data as regards buildings upon which they form their valuation are much less than those which were afforded in drainage; and again, in railroads I believe they are still more uncertain. Therefore it is not difficult in drainage, but it is difficult in building. I may be wrong, but my impression is, from what I have seen of the proposition, that it would be attended with very great difficulty. I must see every station; I must see where it is to be; I must see what the quantity of produce is that is to be carried from the farm; I must see what the nature of the road is between the station and the farm; I must be certain that that station will remain there; and I must know the number of trains that will stop at it. All these must be matters of valuations.

351. But these same persons are quite competent to make that valuation?

As far as trustworthiness is concerned they are; still my opinion is that the data upon which they are to go is more uncertain.

352. Earl *Cathcart.*] Supposing that all other difficulties were overcome, and that you were going to make a provisional order, you would be obliged to inspect all the plans for the whole railroad; supposing that railroad extended 43 miles, have you any machinery that would enable you to do that; have you any means of judging whether that line of railway had been scientifically and properly constructed?

None; I should presume that the railroad would be passed by the proper Government inspector, and that that would not fall upon us. It would be absurd to ask us. This is only what I imagine the course to be; nothing more. My answer at once would be, that we have no possible machinery for doing anything of the sort. I of course do not mean to say that we could not go and appoint good engineers to survey a railroad, but we have no machinery for it at present.

353. You are aware that the question is asked with reference to evidence previously given?

I did not know it till Mr. Napier's name was mentioned.

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354. Lord *Stanley* of Alderley.] Although you would have no persons to exercise proper inspection, you would have persons competent to express an opinion as to whether the requisite accommodation was given to the farms in the line of the railway?

Oh yes; what I supposed was, that the Lands Improvement Companies were to furnish money; in the first instance to advance money; and that afterwards, as soon as the line was made and ready to accommodate the estate, the charge was to be made upon the estate. That is what I understood.

355. *Chairman.*] Supposing that the Committee were to recommend the granting of such powers, do you think it desirable that it should be done by Private Bills or by Companies' Bills, or by a Public Act of Parliament?

I have already given evidence upon that very question; I think it a very unfortunate thing that the whole of the Companies were not formed under one Act, and not scrambling for powers; for instance, the West of England Drainage Company can charge an estate in fee; they can charge an estate by two justices to any amount; and one clause is, that they may serve their notices upon lunatics, idiots, and all sorts of people; that is literally in existence now. I understand that that company have since come for powers for building, as they cannot build under it; and it has been refused that they should have it unless they reduce to the same rate as other companies. The greatest blessing would be, that all companies were put on the same and safe footing in a Public Act, and that we should not have them scrambling for unsafe powers.

356. Earl *Grey.*] You think that there should be one general Act, defining under what circumstances, and subject to what conditions, settled estates should be charged for any purpose whatever?

I think it very much better.

The Witness is directed to withdraw.

G. Ridley, Esq.

GEORGE RIDLEY, Esquire, is called in, and examined as follows:

357. *Chairman.*] WHAT office do you hold?

The office of Copyhold, Inclosure, and Tithe Commissioner.

358. When were you appointed to that office?

I was appointed to that office in 1860.

359. Have you seen this Bill?

Yes, I have.

360. And have you seen the order of reference from the House to this Committee?

I have seen it casually.

361. Now, can you state, from what has come before you, anything that has led you to form an opinion as to the advisability or necessity of this Bill?

I have had nothing particular stated to me with reference to this single individual Bill.

362. But generally?

Generally, I have given my attention and consideration to the subject of creating such charges on land for purposes of that kind. With reference to the Bill itself, I am not particularly acquainted with the lands through which it passes, but I am generally conversant with the district, and I know the point at which that railway starts at its southern terminus. My impression is, upon the subject generally, that I do not see myself any objection to the principle of charging estates for the purpose of making agricultural railways; and I do not either myself see that there need be contemplated or exist any serious difficulty in carrying such a principle out.

363. You know the mode of carrying it out here the same as is prescribed with respect to the improvement of drainage, and so on, under the powers of your Commission?

I am aware of that. I have got a copy of the Bill here.

364. Is there anything in the circumstances connected with railroads, or in the position of your powers as an Inclosure Commissioner, to render it difficult for you to exercise that same supervision with regard to railroads, that you have exercised, and do exercise, with regard to buildings and land drainage?

I think not. I do not see where the difficulty really can be supposed to exist. For a long period of time a class of very able professional men have been accustomed to value land to be taken for railway purposes. They have carefully, certainly by this time by practice, become acquainted with all the elements of damage which may be done to an estate, or to any particular field or portion of an estate; and I think that those same gentlemen must be able to state the several advantages which, as a general proposition, must be admitted to have arisen to landed estates from the establishment of the railway system.

365. Has the position of a landowner ever come before you actually, as a fact, who would very much be enabled to improve his land by a railroad coming through it, but who would not be able to do it by reason of want of funds?

No, such a thing has not come under my notice.

366. Is there anything that you would particularly point out as a mode of proceeding, in order to take due care of the remainder-man, and his interest?

I think that the way in which I should proceed to take care of the remainder-man would be, making an extremely careful selection of the inspector, who would perform that part of the duties of the office; and I should also be very careful indeed in framing the instructions on which that inspector shall proceed in obtaining information when reporting his opinion to our office.

367. It is, in point of fact, merely taking good care of the details with respect to this, the same as you have done with regard to other branches?

Yes; but it might be a somewhat different subject in many of its branches, and therefore I should be very careful indeed about the inspector. Mere valuing land for the purposes of draining and buildings may be perfectly well done by a man who has not perhaps had personal experience or professional responsibility to enable him to judge in the much larger question of the advantages given to an estate, or district, or farm from the passing of a railway.

368. If such powers were granted, in your opinion, is it desirable that it should be done by means of a Private Act, or as in this case by Private Bill, or by powers given to public companies?

I am rather inclined to think that the power of charging such things should be embodied in one general Act, and that in all cases of proposed railways, where the landowners are anxious to have the power of charging estates for that purpose, that a clause should be put into the Special Bill enacting that the provisions of such and such a general Act should be put in force, if the Inclosure Commissioners think right to grant the charge.

369. What do you call the Special Bill?

The particular Railway Bill.

370. Earl *Grey*.] That any particular project of railway should be examined by the Parliamentary Committee on the Railway Bill, in order to see whether it was a proper scheme in which to allow the landowners to avail themselves of the general power granted by Parliament?

Yes, and given by general Act.

371. Exactly as now, in particular railways, certain clauses from the Lands Clauses Consolidation Act are adopted?

Yes. I am inclined to think that the case which a noble Lord has suggested is a similar case to where a company, having been established for the purpose of making a railway, estimated the cost of making it at 500,000 *l.*, and its expenses come to 600,000 *l.* or 700,000 *l.*; it must come to Parliament for further powers

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to raise additional capital. In that case they would propose to raise additional capital, and the landowners might ask to have those powers included in the Special Bill.

372. *Chairman.*] You think that in every case there must be a Special Bill?
A railway sanctioned for 250,000 *l.* cannot spend more than the amount that is authorised, except by coming to Parliament for additional powers.

373. Do you think that under such circumstances they could proceed without coming to Parliament?
No; I do not think they could.

374. Lord *Stanley* of Alderley.] Do you think that it would be desirable to give power by a general Act to landowners under such circumstances without coming before the Inclosure Commissioners to obtain the amount requisite for the construction of the railway?
No, I think not. I confess that I have never had that point brought to my notice; but from my opinion at this moment, I should say, decidedly not. It has obtained the sanction of Parliament for a certain thing to be done in a certain time, and for a certain sum of money, and if it wants anything more than that, I think it should come again to Parliament.

375. Earl *Grey.*] If I correctly understand your opinion, it is this, that Parliament is the proper authority to decide whether the railway is one fit to be made, and also whether, being one fit to be made, landowners should be allowed to contribute to it by charging their estates; but that if Parliament has decided those two points, the Inclosure Commissioners could properly determine what amount should be settled upon each particular estate which applied for powers?
Yes; I think so.

376. Lord *Stanley* of Alderley.] You think that the Inclosure Commissioners should be competent to gauge and test the amount of advantage which the estate would derive from the construction of a railway going through the land?
I certainly think they can, and I certainly say they ought to be able to do it, because there is no office that I think has greater information and knowledge of all land valuers perhaps in the kingdom; and we have continual opportunities of gauging and testing the opinions of these gentlemen, who are our servants, and of whom inquiries of every kind and description, sometimes very intricate, are repeated over and over again to test their opinion. We are accustomed to make those inquiries; we know the first people in the country, I think, for making land valuations; if we have any new name sent to us that we did not know before, we never accept any service from him without previously inquiring into his experience and method of doing it; I think our experience of land valuers, and dealing with charges and improvements of estates, certainly as great, and perhaps greater than other offices.

377. Do you think that it would be easy to appraise the value that an estate would derive from the construction of a railroad; if you do, how would you proceed to assign the value to that estate?
I should take the element of facility for transport to and fro; that is one of the elements of advantage to an estate embodied in the Company's Improvements Act. We do work similar to a railway for the purpose of promoting facility of transport. I should take the great advantage which is derived from opening to a farm, or to an estate; opening by facility of communication a market there; whereas without that communication it only had a very limited market there; I should take the great saving of time; I should take all the other elements which enter into the value of agricultural land, first in a farmer's point of view. There is another great element also, the residential value to an estate, which, I think, is very large indeed.

378. Lord *Wodehouse.*] Do you think that there should be any limit placed by Parliament upon the amount which should be advanced upon any one estate with reference to the value of that estate, or would you leave it to the discretion of the Inclosure Commissioners?
I never have thought of that; we have no limit whatever in the present Acts that we administer, as to the amount which may be raised upon an estate, except the

the limit of the value by which the estate will be improved. In the Lands Improvement Company's original Act, there was a provision as regards farm-buildings, that I think only two-thirds of the amount should be charged upon the estate; that section was repealed, I think, in their last amended Act, 1859. There is no limit now. In Ireland there is a limit, as I understand, so far as regards buildings.

379. Earl *Grey.*] I suppose it would be difficult to take any other limit with regard to railways than the increased value added to the estate, because in some cases, where the object was to open out mineral property, the increased value of the estate might be so large, that it might be worth while to incur a very considerable outlay?

Quite so; I think the principle may safely be adopted, that it would not be right to limit it to 10,000 *l.* or 5,000 *l.*

380. Viscount *Eversley.*] You would limit the number of years upon which the charge should exist?

Most certainly.

381. What do you consider would be the greatest number of years that an estate should be burthened in that way; would you say five-and-twenty years?

I should say five-and-twenty years, because that is the period principally adopted now, and it might run to 30 years, but never beyond 30. In 25 years you will run through all the leases that may have been existing upon the estate.

382. Lord *Stanley* of Alderley.] Do you think that it would be sufficient security to leave it to the discretion of the Inclosure Commissioners to allow only such a sum to be raised as they think would be equivalent to the increased improvement of the estate?

Yes, I think that that would be a good way of doing it.

383. *Chairman.*] Would you allow the costs and expenses incurred, or would you throw those expenses upon the party applying for it?

At present we charge those costs and expenses as part of the sum allowed to be charged, at all events we have a discretion over them. I am inclined to think that we must follow the practice adopted in all the Acts, and allow so much as in our discretion we shall think right to form part of the expenses.

384. Earl *Grey.*] Provided the rent charged will in five-and-twenty years pay off the whole of the amount, including the expenses?

Yes, it must be limited in that way.

385. Lord *Stanley* of Alderley.] What is the amount charged occasioned by the expenses before the Inclosure Commissioners; how much per cent.?

I should say on the whole between 2½ and 3 per cent. Of course on a small loan, where the charge is only for a small sum, the expense will be more than that; you cannot avoid it, because you want a skilled labourer to inspect your work for you; but take it upon the average of the charges, it comes to about 2½ per cent. or 3 per cent.

386. Earl *Grey.*] Mr. Napier told us that the whole amount was upon an average about 6½ per cent. that was added to the sum actually spent upon the land?

Yes, I believe that he is about correct there.

387. Lord *Wodehouse.*] Under Mr. Napier's Act the term for which the money is advanced is five-and-twenty years?

Yes, it is, and under some of the other Companies' Acts it is longer.

388. Earl of *Devon.*] You have hitherto confined your attention to the improvements to agriculture; supposing a railroad projected to a watering-place at present of a very small character, the greater part of which belongs to one proprietor, and that proprietor believes that if a railway comes there and brings a very large traffic, do you consider that your machinery will enable you to judge of the increased value?

I think that upon first view of such a case as that, I should be inclined to say that our attention ought to be confined to how much ought to be fairly used for that terminus of the railway; that end of the railway within which, or close to which is this land, which will come to be made either a watering-place, or available for rendering more convenient the access to the railway.

389. I only wanted to know whether you thought it would be difficult or not for you to obtain the value as regards the land which is found within the limits

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of the watering place which would be improved, not in an agricultural point of view, but with respect to new buildings that would spring up?

It would be more difficult, because you go into the question of the increased value of land for a building site, and how soon that will come into use for that purpose.

390. Lord *Stanley* of Alderley.] Must not that always be problematical and speculative?

Yes; a charge is to be made, and is to be limited, say for 25 years; in the case of land likely to become available for building purposes, it is perfectly true that some portion of it may become available next year, but if I am to consider the land with regard to its prospective increase, from its becoming a building site, it may not come in for five or six years.

391. Lord *Wodehouse.*] Would you take the same view with respect to a seaport town to which a railway was to be made, and the trade of which was likely to be very largely increased by such a railway being constructed?

It would be an easier case to deal with, but there would be difficulty in calculating how soon will this piece of land become of increased value. In the present day I know on the River Tyne spots of land where my friends used to have woodcock shooting, and where we now have enormous shipbuilding yards and iron works; no doubt it would be much sooner than it was formerly, but I have no element upon which I can rest for saying ten years or twenty years.

392. Lord *Stanley* of Alderley.] May there not be a case like Fleetwood, where there were great anticipations of a large trade being carried on, but which entirely failed?

I think that those cases would be speculative.

393. Earl of *Devon.*] Would that consideration lead you to believe that it would not be wise to include them within such general powers as are contemplated?

I am hardly ready to say that it should be excluded; but I cannot disguise my opinion that the difficulty of dealing with such a case as that would be so great that we should perhaps hesitate to do it.

394. Lord *Stanley* of Alderley.] Must not a great deal be left to discretion?

Whatever Board you left it to, you must depend upon the discretion of that Board. It will be within the discretion of that Board to entertain the application or not where it is sent in by the landowners, just as it is in our discretion to entertain all applications that come in now.

395. Do you think that it would be right to exclude from the consideration of the Commissioners all questions of mere speculative and conjectural advantage to the estate, and to limit their consent to the raising this money to such positive advantages as they might see before them?

Yes, I think it would be a good plan, but I should be very sorry to be asked to say what I thought were the actual speculative advantages.

396. Lord *Wodehouse.*] Would it not be almost impossible to define the cases; because in one case the estates to be improved might be purely agricultural, in the second case agricultural and mineral, and in the third case any seaport town?

It would be difficult to lay down any rule; I should be very sorry to attempt to draw a clause which should embody those things that ought to be excluded. I can judge perfectly well where an application is made to me, and I inquire, here is a line of railway, and a station is going to be there, and a station here, or something of that kind. I can see perfectly well so soon as that railway is made, or its scheme of construction arranged, that the advantage, if it is proved there is any advantage, will come into operation immediately it is finished and opened. In some cases it will lay down the cost of horses, cartage, and other costs at once; but in the case of a railway going into either a watering-place or a great seaport town, I do not know when that advantage will arise. Fifty things may interfere with it; whereas in the case of a farm I have got a thing in actual existence; I have got a tree planted whose growth I am asked to promote; and in the other case I have not got the tree planted.

397. *Chairman.*] Do you think it desirable in a case where the powers had been granted and used, that the railway company should be restricted either by the Board of Trade or by the Inclosure Commissioners from entering into further speculations,

speculations, such as buying a harbour, or a canal, or any projected extension of their power, without the consent of the Board of Trade?

I would not allow the money that had been raised for making the railway to be used by the company for the purpose of extending its power to making harbours.

398. Would you put any restriction upon them to the effect that they should not enter into any larger speculations which might tend to risk the goodness of the security. Would you allow them to do that without any consent from the Inclosure Commissioners or from the Board of Trade?

If they wanted to extend the projection of a railway scheme they would not be able to do it without coming to Parliament for the powers. Supposing the railway sanctioned had taken no powers in its first Bill for making a harbour, they must come to Parliament for powers to enable them to do that.

399. Supposing that it had, and that that part of the work was not completed; supposing that that part of their powers had not been used, and that then you allowed the money to be charged, and that they afterwards exercised that latent power which they obtained under the first Act, and that they sought to buy a harbour or a canal, in your opinion is it desirable to restrain them from doing that?

I see some difficulty about limiting them in that way, because it is not proposed, I understand to say, that that sum of 5,000 *l.*, for instance, is actually to be laid out upon any particular part of the line; it is to be laid out upon the scheme of railway sanctioned by Parliament.

400. Lord *Stanley* of Alderley.] That is rather a question for the Committee?

Yes, it is rather for the Committee upon the railway. I should be very sorry to say that the land is to be charged for the sole purpose of making a harbour. That is too remote.

401. *Chairman.*] You suppose that it requires more consideration?

I think that although there never has been any actual power granted to a railway company, with the exception of one case, of raising money upon land (I am told there is one case, but I am not conversant with it myself), there is a certain power in three of the Land Companies Acts for purposes of an analogous character. I have brought one of the Acts of Parliament. They are all the same with reference to this particular purpose, and it is that these companies have the power of getting a charge upon land for "the construction or improvement of jetties or landing-places on any coast or on the banks of navigable rivers or lakes, for the transport of cattle, sheep, and other agricultural stock and produce, and of lime, minerals, and other articles and things for agricultural and other purposes." It is put in there "for the transport."

402. Which is that?

This is the Land Loan and Enfranchisement Company's Act; the Lands Improvement Company has the same power, and the Scotch Company has the same power also. It appears to me to be somewhat analogous to the making of a railway. I do not know whether the attention of the Committee has been called to one of the purposes of improvement to be made under these Acts, but in the Interpretation Clause, "Improvement of Land," over those three Acts there is this, "In making permanent farm roads and permanent tramways and railways for agricultural and farming purposes."

403. Lord *Stanley* of Alderley.] Then that must be limited to the estate?

Those, I think, must be limited to the estate; but two or more landowners may apply to the Commissioners for the improvements; they may make a joint application, and if they apply for the making of a railway for agricultural purposes, whatever the length of that line was, if it extended through their own estates and did not go on to any land which they required compulsory power for entering, then I apprehend that such a railway as that is already within the contemplation of the Legislature.

404. *Chairman.*] They have power to raise money by virtue of those Acts?

Yes.

405. Lord *Stanley* of Alderley.] And this contemplates it merely for agricultural purposes?

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For agricultural or farming purposes. A Select Committee of the House of Lords sat upon the subject of charges of land in 1855, and they presented a Report to the House; and in 1856 a Bill for extending the provisions of the Private Money Drainage Act was introduced by Lord Salisbury.

406. And passed?
No, it was not; considerable amendments appear to have been made to it in Committee, and so forth, and the last print I have of it is "Proposed to be amended on third reading."

407. But it never passed?
It never passed.

The Witness is directed to withdraw.

J. Clutton, Esq.

JOHN CLUTTON, Esquire, is called in, and examined as follows:

408. *Chairman.*] YOU are largely employed in the valuing and management of estates?
Yes.

409. You know that the object of this Committee is to inquire whether it is proper that the power already given to landowners to charge their estates with terminable annuities in order to raise money for the improvement of their land by draining and building, should be extended so as to enable them to raise money on similar terms for the purpose of taking shares in railways calculated to increase the value of such property?
I should think it is desirable.

410. Have any cases occurred in your experience that have brought the subject prominently before you?
Not in private estates.

411. In public estates?
In the estates of the Crown, it has been found expedient to obtain power to advance money for the purpose of aiding in the construction of works, and making improvements.

412. Railways?
Yes.

413. Where?
In the Forest of Dean.

414. Are you the manager of that estate?
No; I am agent for the estate of the Crown there through which the railway passes; but I do not manage the forest. At Hull last year, a Bill was passed for constructing a bridge over the old port of Hull, to connect a considerable property of the Crown with the main town of Hull. Under that Act, power was given to advance money for aiding the construction of the works.

415. Who had the power to advance it?
The Commissioners of Her Majesty's Woods.

416. They had the power to advance the money for making this bridge?
Yes. I only mention those two instances as companies that could not have constructed their works without the promise of aid.

417. The Crown did it of its own will?
With the sanction of Parliament. There are clauses in the Acts of Parliament. The mode of aiding the railways in this case would not be precisely similar to these. I only mention them as showing the principle.

418. Do you think that that would be, in many cases, of great advantage to settled estates?
I have not the least doubt of it. It is the first question in all our transactions, either of letting or selling estates—How near is the railway?

419. And

419. And do you think that it will tend to the permanent increase of income?
There is no doubt of it. I cannot give instances because they are so frequent, but I have known many farms that let for very considerably more with a railway station near them than without it. In point of fact, where railways have been constructed, farms will yield a larger rent than without them. In my long experience I have seen the early construction of railways, and I have had to do with estates ever since railways were first commenced; they have very materially increased the value of land.

420. You see no difficulty in determining the probable increase of value by means of railways any more than you do the probable increase arising from drainage or farm buildings?
I do not see any. We have to deal with that continually.

421. Earl of *Devon.*] Could you suggest the extent to which the additional value goes, or do you think that gentlemen in your profession would be competent to do it?
I think that any man of large experience would be able to do it.

422. To put it in figures?
Yes.

423. We have it in evidence here, that a railway in one part of the country which is likely to be able to effect a very considerable increase is likely to be impeded unless the power which forms the subject of our consideration be obtained. Are you aware of any similar instances in any other parts, or do you think it unlikely that such instances do exist?
I do not quite follow the question.

424. Are you aware of instances in any part of England in which railways would, if carried out, be productive of permanent benefit to landed estates, and which are impeded in their progress or prevented because the owners have not the power which is sought here?
I know of no instances. I should state that my attention has been directed more particularly of late years to public properties; I have not so much to do with private estates as I had in my earlier career.

425. Have you any doubt, from your knowledge of England, that such must be the state of things?
I have not the least doubt of it.

426. Earl *Grey.*] You think that railroads would be extended through agricultural districts much more largely than they are at present if landowners were enabled to charge their estates for the purpose of contributing to their construction?
Yes.

427. And with great advantage to their property?
Yes; I do not think there can be a doubt upon that subject. I have seen the value of estates so much increased by the construction of railways that I do not think there can be a doubt upon the subject.

428. Lord *Stanley* of Alderley.] In your opinion, what restriction or what security ought to be imposed for the completion of the railway when once contemplated, and for its being permanently maintained in working order?
I suppose that you would not advance the money until the railway was completed. As regards the second question, I do not think that you could take any security, because unless the landowners themselves keep the railway open, it might possibly happen that it might be closed; but I should think that the landowners themselves, in a district where they advanced money, would keep it open for their own benefit.

429. In that case, would it not be imposing an additional burden upon settled property beyond what was originally contemplated for the formation of the railway—that additional sum which would be required to keep it in order and to maintain it?
Even if it were so, I think it would be worth it. I consider it so essential for all

all districts without railway accommodation now that they should have railway accommodation, that even with that additional burden I would acquiesce in it.

430. Would it not be possible that the obligation of keeping the railway in repair would be thrown upon a single estate upon that railway, and not upon others which would also be benefited by it?

It might so happen.

431. Earl *Grey*.] Do you think that there is practically any apprehension that a railway made by persons locally interested in the communication would be shut up?

No.

432. You cannot contemplate such a case arising at the present time?

If the railway is once made, it may be kept open by horse traffic.

433. Lord *Stanley* of Alderley.] You say that you are more engaged in the management of estates of the Crown and of the Ecclesiastical Commissioners than you were formerly?

I personally have more to do with these estates.

434. Do you therefore think that if any Bill were to be passed, and any power given to private individuals to raise money upon settled estates for these purposes, that similar powers should be given by some general Act to the Crown and to the Ecclesiastical Commissioners for making railways through their property?

I think so. I remember the late Mr. Goulburn asking me the same question, many years ago, when a Bill for the West of England line, from Salisbury to Exeter, was in Parliament, and I then urged what I am stating now, namely, that it would be very desirable to the estates of the Church, worth half a million in that district, to aid the progress of the measure; I recollect his telling me that there was no power under the Act to advance money for such purposes. Mr. Goulburn has been dead eight or ten years, and I have always had this conversation in my mind.

435. Your additional experience has only confirmed you in your opinion, that it would be desirable for such power to exist?

I have no doubt that it is most desirable, under proper safeguards.

436. Earl *Grey*.] You think that there would be sufficient security against improperly charging landed estates with money for these purposes, if it were made a condition, first, that the Inclosure Commission should be satisfied that the increased value given to the property was equal to the rent-charge imposed upon it: next, that the rent-charge should in 25 years clear off the whole debt; and lastly, that the rent-charge should not be imposed until the railroad had been actually constructed and opened?

I should think so. I should think that those safeguards would be sufficient.

437. Have you any observation to make with regard to what you think will be fair towards a tenant for life in making an arrangement for this purpose?

I think that in case of the tenant for life advancing the money or charging the estate dying before the charge is liquidated, he should receive a portion of the value of the shares dependent upon the period he is the incumbent of the estate.

438. Instead of depositing shares with the Inclosure Commissioners, and allowing them to be inherited with the estate by the remainder-man, you think that the tenant for life who makes the first sacrifice ought, in the event of his dying before the debt is cleared off, to have a part of the value of the shares?

It would appear to me, that if the shares become the property of the reversioner, he gets the benefit to the estate, and also of the monies repaid by the tenant for life.

439. Lord *Stanley* of Alderley.] And is it not an additional security against the improvident application of the money?

I think so.

440. Earl *Grey*.] If the landowner lives 25 years after the drainage has been executed, he has paid the whole, and yet the remainder-man gets a very much larger income from the works, probably, if they have been judiciously done?

That

That is assuming, what our experience hardly enables us to say, that drainages are quite permanent; that is the difference.

441. *Chairman.*] But of the two, the railway is rather a better security than the drainage?

I believe so.

Ordered, That this Committee be adjourned to Wednesday next, One o'clock.

APPENDIX.

PAPERS delivered in by *Benjamin Woodman*, Esq., 18 March 1863.

1.—EXISTING RAILWAYS.

REPLIES to Queries of the Increased Value given to Land by RAILWAYS in actual Working.

QUERIES.

1.—Name of Farm?
2.—Extent?
3.—Is it an Arable or Stock Farm?
4.—How long have you occupied the Farm?
5.—What is the distance of your Farm from a Railway Station?
6.—Has the Railway been opened during the whole of your tenancy, or part only; if part, when was the line first opened?
7.—What are the benefits from the Railway to the Arable Land?
8.—What are the benefits to a Stock Farm?
9.—How much per Acre would your Farm lose in value, were it now to be entirely deprived of Railway communication?

Simonburn Hirham, North Tyne,
16 February 1863.

Dear Sir,

LIVING in a hill country I can give a fuller detail of the benefits we derive from railway communication than I can do upon the arable lands. The Border Counties Railway for through traffic has only been opened about nine months since. Three years ago we had perhaps the most severe winter that any person ever saw in the present day, and if we had had not the Border Counties Railway opened to Wark at that time, the consequence, bad enough, would have been a great deal worse: got Dutch hay, and many other things, which saved stock on the hills to a large amount: am certain that the vale, North Tyne, suffered less than any high district either side the border. So far as I am concerned as an agent in letting land, although in general landlords are not supporters of railways, they enhance the value of property wherever they go a great deal more than the value of the land, if the Companies were to get a present of it. I see in the Newcastle papers that Sir John Swinburne is going to have a very large sale of wood at Monway's above Falstone: think that if the railway had not gone into that part, Sir John's wood might have stood till doomsday before he could have had a customer for it: cannot say half enough for railways; a great boon to every person living; a great pity they do not meet with more encouragement amongst our owners of land.

Yours, &c.
(signed) *James Davison.*

Appendix.

Saughton Mains, Edinburgh, 17 February 1863.

Dear Sir,

NORTHUMBERLAND CENTRAL RAILWAY.

I AM favoured with yours of the 13th inst., and have also received the tabular forms of queries in regard to the advantage of railways to the agricultural interest of the districts through which they pass, and I will send copies to several farmers in Scotland who have had experience of the benefit conferred by their having the advantage of railway transit within a moderate distance of their farms, and I will forward them to you as soon as I get them returned with answers to the queries. The fact that when a farm is advertised to be let the proximity of a railway station is always stated, wherever it can be done, proves the public opinion of the advantages, and my own experience certainly bears out my estimate as stated in my report of the benefit; and in a district such as the one to be traversed by the proposed railway, I have no doubt that on all large arable farms the tenants will save the keep of at least one pair of horses on each farm, besides saving in carriage on grain, manures, lime, tile-pipes, and coals, and being able to dispose of or obtain bulky commodities, as turnips and potatoes, when they are scarce in one district, and plentiful in others; and on pasture lands the advantage of getting both conveyed to or from distant markets without loss of time or condition is considerable. You need not be surprised at the various estimates you may get of the amount of benefit per acre to pasture lands, as the benefit to moor land, worth 1*s.* per acre of rent, cannot fairly be compared with that of land worth 15*s.* or 20*s.* per acre. I regret that I cannot let you have the answers to the queries by Wednesday, but I will forward them as soon as possible.

Yours, &c.

Benjamin Woodman, Esq., Morpeth. (signed) *John Dickson.*

REPORT of Mr. *John Dickson*, of Saughton Mains, of the amount of anticipated benefit to the Agricultural Interest of the District through which the line of the Central Northumberland Railway is proposed to pass.

THE reporter having, at the request of the Directors of the Lands Improvement Company, inspected the district to be accommodated by this line of railway, and from his previous knowledge of the country, and the information afforded him by the proprietors and tenants in that neighbourhood, both as to the extent of the arable lands and the number of horses kept on the different farms within the area of the district to be accommodated, he begs to state that, in his opinion, there will be fully 54,000 acres of arable land which will have the advantage of railway accommodation, besides a large extent of grazing land, and that he believes these lands will be benefited to the extent of 9,400*l.* yearly.

In making this estimate, he assumes that the arable lands on an average will be increased in value to the extent of 2*s.* 6*d.* per acre, and the pasture lands to 6*d.* per acre yearly; and this opinion is not formed merely from the general knowledge of the reporter of the advantages conferred on the agricultural interest in different districts of the country with which he is conversant, but also from his own practical experience, as he is tenant of three farms of considerable extent in different parts of Scotland, that had not the advantages of railway accommodation when he first occupied them, which they now possess; so that he is enabled with the greater confidence to state his opinion of the benefit that an agricultural district will derive from a line of railway.

(signed) *John Dickson.*

Saughton Mains, 30 January 1863.

EXTRACT from a LETTER from *John Grey*, Esq., of Dilston.

Dilston, 18 February 1863.

GREAT anxiety is felt by the inhabitants of central Northumberland for the success of the projected railway, and with good reason; for while it embraces the most productive portion of the county, there are few parts of England so shut out from railway communication. The occupiers of many farms which it would pass through or near to, have now to send their grain or other produce from 10 to 25 miles in carts to reach a market or railway station, and to drive their fat cattle the same distance, to their great injury, and loss of time. The same holds good with regard to the manures which they bring to their farms, especially lime, which is a heavy and bulky article, and would be used in large quantities if more easily obtained. It applies also to building materials, such as timber and slates, besides all personal and family accommodation.

It has been reported by a practical and experienced surveyor that an area of between 50,000 to 60,000 acres of land would be benefited by that line to the extent of 2*s.* 6*d.* an acre, besides an immense tract of pasture land, the stock and wool from which would be brought for transit to the stations on that line. This estimate I consider to be too low.

As

As an instance of it I have learned from a party of practical farmers, who viewed and valued a farm on this estate with a view of taking it on lease, which is two miles from a railway station, that they reckoned the benefit at 50*l.* per year.

The farm consists of 330 acres, of which 180 are arable and 150 are old grass pastures, and the rent is 600*l.* a year. An allowance of 50*l.* a year for the advantage of a railway station at two miles distance amounts to more than 4*s.* 6*d.* an acre for the tillage, and 1*s.* for the pasture. This, however, would have been greatly increased if lime had been to be procured, as is often the case, at the distance of many miles; whereas, in this case, there is limestone and a kiln for burning it on the farm.

My dear Sir, Manor House, Woodhorn, 23 February 1863.

In returning you the form which I have filled up at your request, and which I trust may be of a satisfactory nature and of some service to your cause, I take the liberty of further expressing my opinion on the subject therein contained in a few additional words.

Though a tabular statement may have the advantage of conveying to the mind certain facts in the most condensed and intelligible form, still there are cases in which really a definite reply cannot be given, and in no instance does this appear more vivid than in describing the actual advantages, in an agricultural point of view, of a railway to any district.

A manufacturer or colliery owner can at once describe in figures the real money value of a railway to his establishment, inasmuch as his results therefrom are direct and positive; whilst the farmer, on the other hand, can only do so up to a certain point, there still remaining a considerable balance of advantage which cannot be defined, it being of an indirect character. The thorough development, however, of the resources and capabilities of a soil on any given farm, at a greater distance than five or six miles from a town, with its corresponding maximum results, must, in a majority of instances, at the present day, be attributable to the presence of railways.

1. I need only refer to the easy carriage of draining pipes (draining being very properly looked upon as, *par excellence*, the basis upon which all other improvements must depend), which, according to the ordinary custom of the country, the tenant has invariably to cart; and if this be at any considerable distance from his farm, a limited area can consequently only be annually drained, inasmuch as his ordinary farm work must be attended to; and hence, a good portion of his land would have to remain in an undrained condition for a period of another four years; for farmers, as a rule, prefer draining when the land is in a state of fallow to any other time.

2. Then comes the next process of improvement, especially on clays, in the shape of liming; and I need but to draw your attention to the extensive tract of clay land in the eastern portion of the Morpeth district, which is at so great a distance from any lime kilns, and gives, at the same time, such telling evidence of the benefits derivable therefrom in cases where it has been judiciously applied. In my own case I speak feelingly on this point: formerly we used to cart our lime from Newton-on-the-Moor, a distance (there and back) of upwards of 30 miles, the inconvenience of which few can conceive, except those who have experienced it; besides which the extent limed in any one year was necessarily limited; whilst the wear and tear of horse-flesh, carts and harness was awful; in addition to the hardships and annoyance to the men in having to travel at such untimely hours of the night, we can now have it delivered at our railway station at a cost of 9*s.* per ton; and though this may appear still a high price, yet the saving in cartage, coupled with the fact of securing a large quantity at the exact time when most convenient to ourselves, at once prove how important is such a means of transit.

3. Manure from towns can be conveyed to greater distances and at a cheaper rate than by cartage, and is consequently applied in larger quantities; in addition to which artificial manures and foods, both substances very extensively employed at the present day under the improved state of agriculture, can be procured cheaper and with a choice of maker from distant towns, which privilege could not exist in the absence of a railway. All these essentials to profitable farming at the present high and increasing rents must necessarily have a tendency to increase the fertility of the soil, and produce larger crops in the shape of corn, hay, potatoes, &c., all of which are saleable articles, and require therefore to be conveyed from the farm to be disposed of; independent of the extended area and additional weight of the turnip crop, resulting in a proportionably increased quantity of beef and mutton produced therefrom. You will see that I have described the advantage of a railway to this farm at from 4*s.* 6*d.* to 6*s.* per acre; now some people might denounce this sum as exorbitant; but if we reflect for a moment and see that one additional pair of horses, at least, and a man would be required if no railway existed, we have 100*l.* a year at once, equivalent to 3*s.* 4*d.* per acre, apart from the other indirect advantages which must be admitted as considerable, and ought not to be overlooked entirely. And while thus treating this subject, let me not omit the importance of a railway to the stock of the farm, either in transferring them in a lean state from distant fairs to the farm, and subsequently in reconveying them when fat to Newcastle or other markets; for in the event of the former market having a downward tendency, in the course of a few hours they can be 100 miles away, thus giving a double opportunity of making the most of them, without

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the trashing, abuse, and consequent waste of fat and muscle which invariably results from the ordinary process of driving. In support of the above I will simply mention that an express cattle train passes Morpeth every Saturday morning direct from Aberdeen to London for Monday's Smithfield market.

Now, what I have said as to the advantage of railways in an agricultural light generally, will apply with equal and additional force in the case of the "Central Northumberland Railway." Passing through a vast tract of country possessing in itself every capability, in an undeveloped form, for the production of our national requirements in a maximum degree, and only awaiting a means for the easy ingress and introduction of developing influences in the shape of lime and manures to unlock those resources which are yet lying dormant, with a corresponding outlet for the increase of manufactured material in the form of beef, mutton, and grain, potatoes, &c., to convert it, without exception, into the finest farming and best farmed district in the kingdom. The more southerly portion of the railway running through a fine pastoral district will furnish a double advantage to the farmers of marketing their stock at the right moment, as well as in enabling them to keep a larger quantity, with the slight assistance of a small addition of artificial food, without the ordinary fear of "running themselves short of meat;" for as soon as any scarcity of food in winter may show itself, foreign hay or cake can be at once imported, or if thought more desirable, the stock can be removed at once to more favourable quarters. Again, in the neighbourhood of Wooler we find some of the finest turnip soils in the world deteriorating in value year by year as turnip producers, from the ravages of grub, finger and toe, and anbury to which they are subject—diseases which annually lay waste hundreds of acres of turnips, and which only find a preventive in a liberal allowance of lime. And so important is this substance to the Glendale farmer, that he carts it long distances and at considerable cost, and often even employ special carters for the purpose as well, knowing as he does that it is a *sine quâ non* to a successful crop of turnips, and consequently to a subsequent crop of barley and seeds; in fact, the advantages of a full green crop in a rotation cannot be over-estimated. In the large Glendale farms I am satisfied that one pair of horses and a man could be dispensed with out of every five pairs that are at present kept, if a railway penetrated that district. Coals could be conveyed at a cheap rate for lime burning, as well as for household purposes—the latter a heavy item in cartage where farmers, as is the custom, cart all the fuel for their hinds. Cattle, as I said before, and sheep will be conveyed cheaper, more expeditiously, and with less damage to themselves than at present, and need not leave their yards for market till the day before sale. Economy in horse labour, reduction in the highway rate, and endless advantages must result from a railway through central Northumberland; and I think the strongest evidence that can be brought to bear in its favour is the deep interest taken and felt by the agricultural body through whose district it may pass.

Apologising for the length of my remarks,

I am, &c.

B. Woodman, Esq. (signed) *Jacob Wilson.*

My dear Sir, Castle Howard, 20 February 1863.

I DULY received your note of the 13th, with a set of queries to be answered by a few of Lord Carlisle's tenantry upon this estate, who have all less or more benefited by the introduction of railways into the neighbourhood. I assembled a few of our farmers, who unanimously agreed to the answers to your queries, as written by one of my clerks, and signed by the tenants respectively. If you had sent as many more copies they would have been eagerly answered, affirmatory of the great benefit the farming interest has derived from the introduction of railways. To your last query, namely, the increase in value per acre, I could hardly expect our tenants to give an answer, but one and all agreed, that it was considerable. It would be a difficult thing to judge by the acre almost in any case, the value of the land as well as the contiguity to a station differ so very much; but taking the average of this estate, and it is not a small one, I am within the mark when I state, that the increase in value is upwards of 10 per cent. So sensible was I of the benefit of railway communication, even in rural districts, to both owners and occupiers of land, that I requested Lord Carlisle to allow me to use his name in convening a meeting of the principal landowners in the district between Thirsk and Malton, including his Lordship, Lord Feversham, the representatives of Lord Downes, Sir George Wombwell, and sundry others of property and influence in the neighbourhood, to take into consideration the propriety of having that line made, which was ultimately done, and, too, at the cheapest rate per mile of any railway in the kingdom. This line, although the traffic is almost entirely local, not only pays the shareholders a good dividend (I believe they could divide five per cent. with every prospect of an increase), but also benefits, not only the owners and occupiers of land particularly, but the inhabitants of the district through which it passes, generally to an extent exceeding what I have stated. I am ignorant as to the district through which your proposed line is to pass, and therefore can say nothing as to its desirability, only get it made cheap enough, not to exceed 5,000*l.* per mile, and it is most likely to pay.

Yours, &c.

(signed) *John Henderson.*

ANSWERS of Mr. *E. J. J. Browell.*

County of Durham, Parish of Boldon.—North Eastern Railway.

1.—East Boldon.
2.—150 acres.
3.—Arable.
4.—Four years, as occupier and proprietor.
5.—Half a mile.
6.—During the whole.
7.—Facilities for obtaining manures, lime, building materials, &c. and for attending markets.
8.—The benefits to a stock farm in the same locality would be facilities for sending stock to, or bringing it from distant markets, and for obtaining feeding materials other than those raised on the farm.
9.—This would be difficult to estimate, but would not probably be very great, as the distance to market towns by good turnpike roads is not great.

ANSWERS of Mr. *John Angus.*

County of Northumberland, Parish of Bothal.—North Eastern Railway.

1.—Ashington.
2.—380 acres.
3.—Partly arable and partly stock.
4.—17 years.
5.—3 ½ miles; has a depôt on a private railway for manure; joins the North Eastern about one mile from the farm.
6.—About 17 years.
7.—Getting lime and heavy manures.
8.—Access to distant markets to buy and dispose of stock.
9.—2*s.* 6*d.* per acre on arable, and 1*s.* on pasture.

ANSWERS of Messrs. *G. & J. Angus.*

County of Northumberland, Parish of Bothal.—North Eastern Railway.

1.—Climbing Tree.
2.—196 acres.
3.—Combined.
4.—Six years.
5.—Two miles.
6.—Whole.
7.—Manures, lime, &c. brought, and the produce of the farm carried into markets, fairs, &c.
8.—Access to all markets, and the carriage of artificial manures for grass land, also cake and food for cattle.
9.—Arable, 2*s.* 6*d.* per acre; pasturage, 1*s.* 6*d.*

ANSWERS of Mr. *John Angus.*

County of Northumberland, Parish of Bothal.—North Eastern Railway.

1.—Whitefield.
2.—312 acres.
3.—About 232 arable, and 80 pasture.
4.—32 years.
5.—It passes through the centre of the farm on which I have a siding or manure depôt; we are three miles from a regular station to the south, and two miles and a half to the north.
6.—About 17 years since.
7.—Conveying manure from towns at a distance (which before the railway was impracticable) lime, bones, sulphuric acid, heavy town dung, chemical manures, hard stones for the roads. Railways also open out markets at a distance for farm produce, which previous to railways was inaccessible, especially potatoes.

Appendix.

8.—Buying stock at distant markets, getting them home into their pasture, frequently in as many hours as it would take days to travel by the road, thus avoiding sore feet, loss of flesh, and risk of overdriving by careless or inexperienced drivers; also fat stock can be sent to great distances. Breeding stock, such as bulls and rams, can now be sent to markets where they meet purchasers from most parts of the globe.

9.—I consider my tillage land would lose in value 3 *s.* per acre, and pasture 1 *s.* 6 *d.* per acre; land 10 miles further from Newcastle I consider more benefited, as the turnpike carriage was much heavier before reaching a good market.

ANSWERS of Mr. *R. S. Bainbridge.*

County of Northumberland, Parish of Woodhorn.—North Eastern and Blyth and Tyne Railway.

1.—Woodhorn Grange.
2.—400 acres.
3.—Combined.
4.—Two years.
5.—Five miles from Longhirst on North Eastern Railway; two miles and a half from North Seaton on Blyth and Tyne.
6.—During the whole.
7.—The conveyance of lime, which would otherwise have to be carted 14 miles. Guano, town manure, bones, &c.; grain to Newcastle and other markets.
8.—The conveyance of fat stock to market, and lean stock from fairs; also of oil cake for the stock, as well as other cattle food.
9.—A difficult question to answer without great calculation; probably 2 *s.* 6 *d.* per acre.

ANSWERS of Mr. *John Bolam.*

County of Northumberland, Parish of Belford.—North Eastern Railway.

1.—Glororum, Parish of Bamburgh.
2.—About 450 acres.
3.—Mixed husbandry.
4.—12 years.
5.—One mile and a half to two miles.
6.—Open before my tenancy.
7.—Incalculable; we could not be supplied with coals otherwise, unless at very great expense.
8.—Equal to five per cent. on the rental.
9.—From five to seven per cent.

ANSWERS of Mr. *Edward Campion.*

County of Northumberland, Parish of Bellingham.—Border Counties Railway.

1.—Haining Rig.
2.—About 700 acres.
3.—Stock farm.
4.—24 years.
5.—One mile.
6.—Open only part of the tenancy, about two years ago.
8.—Very great for conveyance of stock to market, and for obtaining lime and manure.
9.—I should say that the average of stock farms similar to mine would be 2 *s.* 6 *d.* per acre at least.

ANSWERS of Mr. *Thomas Chartres* (for Mr. *Charles Borthwick*).

County of Northumberland, Parish of Bamburgh.—North Eastern Railway.

1.—Chester Hill.
2.—518 acres.
3.—Mixed husbandry.
4.—18 years.
5.—One mile and a half.
6.—Part of lease.
7.—Of great advantage.
8.—Two and a half per cent. on the rental.
9.—Five per cent. on the rental.

ANSWERS of Mr. *William Clark.*

County of Northumberland, Parish of Morpeth.—North Eastern Railway.

1.—Hepscott Moor.
2.—370 acres.
3.—Arable farm.
4.—Eight years.
5.—Two miles.
6.—Opened during the whole of my tenancy.
7.—I could not get a sufficient quantity of manure for my farms were it not for the railway, and can send the produce of the farm cheaper by railway than the road.
9.—About 2*s.* 6*d.* per acre.

ANSWERS of Mr. *William Clark.*

County of Northumberland, Parish of Bothal.—North Eastern Railway.

1.—Bothal Park.
2.—200 acres.
3.—Arable farm.
4.—23 years.
5.—Station on the farm.
6.—Part only.
7.—I could not get a sufficient quantity of manure for my farm were it not for the railway, and can send the produce of the farm cheaper by railway than the road.
9.—About 3*s.* per acre.

ANSWERS of Mr. *William Clark.*

County of Northumberland, Parish of Bedlington.—North Eastern Railway.

1.—Netherton.
2.—250 acres.
3.—Arable farm.
4.—Five years.
5.—One mile.
6.—Opened during the whole of my tenancy.
7.—I could not get a sufficient quantity of manure for my farm were it not for the railway, and can send the produce of the farm cheaper by railway than the road.
9.—About 3*s.* per acre.

ANSWERS of Mr. *Edward Coulson.*

County of Northumberland, Parish of Bellingham.—North British (Border Counties Section) Railway.

1.—Bridgeford and Antonhill.
2.—350 acres.
3.—Both.
4.—20 years (upwards).
5.—Two miles and a half from Border Counties, and 12 miles from Newcastle and Carlisle.
6.—Border Counties Section, been open two years, and Newcastle and Carlisle open all the time.
7.—Principally by obtaining manures, and carrying the produce on the farm to market, &c.; also getting coal much nearer, and thereby saving horse keep.
8.—Obtaining manures, and conveying stock, wood, &c., to market.
9.—My farms are increased in rent (and value) 25 per cent. during the last 20 years, owing to improvements by manures, lime, draining, &c., accelerated by the railway.

Appendix.

ANSWERS of Mr. *David Crowe.*

County of Northumberland, Parish of Ancroft.—North Eastern Railway.

1.—Scremerston Town Farm.
2.—1,152 acres.
3.—Arable.
4.—7 years come Whitsunday.
5.—One mile and a half.
6.—Whole tenancy.
7.—Delivering produce, &c. &c.
8.—Delivering produce, &c. &c.
9.—I reckon about 2*s.* 6*d.* per acre.

ANSWERS of Mr. *Thomas Chartres* (for *William Davidson*).

County of Northumberland, Parish of Bamburgh.—North Eastern Railway.

1.—Outchester.
2.—About 500 acres.
3.—Mixed husbandry.
4.—23 years.
5.—One mile.
6.—Part of lease.
7.—Of great advantage.
8.—Two and a half per cent. on the rental.
9.—Five per cent. on the rental.

ANSWERS of Mr. *John Thomas Dixon.*

County of Northumberland, Parish of Hartbrim.—Wansbeck Railway.

1.—Longwitton.
2.—550 acres.
3.—Partly arable; principally grazing land.
4.—Five years.
5.—Four miles from Scots Gap station.
6.—Part only; about 12 months ago.
7.—Saving of cartage in manures and produce. In my opinion, arable land cannot be successfully farmed at the present time without railway accommodation, as the advantages of which are so many; in the saving of time in men and horses (fewer of the latter need be kept); markets made accessible of all kinds. In fact, no one knows the value of railways until they have tried them.
8.—The benefits are very considerable in transporting fat stock to market, by which means both cattle and sheep are shown in much better order, and of course command a better price than if driven by road. A saving of keep is also effected; that is, the expense upon the road for keep, stock being only one night out of their pasture before being shown in the market. Linseed cake, &c., can be obtained much easier, and a great amount of cartage saved, which is money.
9.—From 3*s.* to 5*s.* per acre is not too much to calculate the loss if this farm was deprived of railway communication.

ANSWERS of Mr. *John Thomas Dixon.*

County of Northumberland, Parish of Bellingham.—Border Counties Railway.

1.—Dunterley.
2.—1,700 acres.
3.—Mixed arable and stock farm.
4.—21 years.
5.—One mile from Bellingham station.
6.—Part only. It was first opened to Wark-street, six miles off, about four years ago; to Bellingham about two or three years ago.
7.—I consider the benefits to an arable farm very great; first, in the saving of cartage of produce to market; and second, in bringing lime and manures to an accessible distance; and also feeding stuffs for cattle and sheep, such as linseed cakes, &c.; by which means an improved system of farming can be carried out and made profitable, which previously would have been unsuccessful from heavy cartage.

8.—The

8.—The benefits to a stock farm are much the same as to an arable farm, railways bringing markets accessible, which previously could not be reached; also in bringing feeding stuffs for stock. In the severe winter of 1860 I commenced to use cakes for sheep very largely, in consequence of the great loss of turnips by frost, since which I have continued the use of them to my manifest advantage. Had I not had the use of the railway, at my distance from market it would have been impossible to have used a single ton, cartage being out of the question in a deep snow, and then the expense of such.

9.—My farm being so very variable in quality of land, I think it better to give the loss in per-centage. I believe from 10 to 15 per cent. a low calculation to place the loss in value.

ANSWERS of Mr. *Thomas Drydon.*

County of Northumberland, Parish of Warden, Chapelry of Haydon.—Newcastle and Carlisle Railway.

1.—Moss Kennell.
2.—350 acres.
3.—Grazing farm.
4.—Owner and occupier.
5.—Five miles.
6.—Railway opened upwards of 20 years.
7.—Numerous and various, I should think, but not having any arable land, I don't enumerate the benefits; but it seems absurd to question the amount of benefit conferred by railway communication; it being so patent to every unprejudiced mind.
8.—Easy conveyance for fat stock to market, as also any artificial food required for stock, such as oilcake, &c.; indeed, for any kind of stock intended to be sent a long distance; also facilities for travelling in buying and selling stock in distant markets; opening up intercourse, one way and another, that would never be thought of were it not the facilities presented by railways.
9.—It would not be so much deteriorated in value as had it been arable land, but still it would lose in value, say 2*s.* per acre, or 40*l.* per annum, to be moderate and within the mark.

ANSWERS of Mr. *John Hall.*

County of Northumberland, Parish of Woodhorn.—Blyth and Tyne and North Eastern Railway.

1.—Lynmouth.
2.—320 acres.
3.—Part of each.
4.—64 years.
5.—Five miles.
6.—Part only.
7.—By taking produce to markets, and bringing artificial manures.
8.—By bringing cattle, sheep, &c., from distant markets.
9.—About 2*s.* 6*d.* per acre.

ANSWERS of Mr. *Wm. Jobson.*

County of Northumberland, Parish of Chollerton, Chapelry of Birtley.—Border Counties Railway.

1.—Bateland.
2.—1,260 acres.
3.—Stock.
4.—Nine years.
5.—Half a mile.
6.—About four years.
8.—Delivery of stock, cattle and sheep, wool, &c., and procuring lime, coals, manure, cake, &c.
9.—This farm would lose in value from 1*s.* to 2*s.* per acre, counting all; or I may say, at least 100*l.* a year.

Appendix.

ANSWERS of Mr. *Wm. Jobson.*

County of Northumberland, Parish of Chollerton.—Border Counties Railway.

1.—Chipchen farms, or estate.
2.—900 acres.
3.—Stock and arable land.
4.—Part of it three years and part one year.
5.—Runs through the farms.
6.—The whole.
7.—Double to that of grass land, or from 2 *s.* to 4 *s.* per acre, according to quality and situation.
8.—Delivery of stock, &c., securing cake, manure, &c.
9.—Fully 3 *s.* per acre, or 130 *l.* a year. Lime would cost, carriage 5 *s.* per ton; when I have got 500 tons, at 1 *s.* per ton this season; other things in proportion.

ANSWERS of Mr. *P. Johnson* and Partners.

County of Northumberland, Parish of Ancroft.—North Eastern Railway.

1.—Oxford and Heathery Tops.
2.—290 acres.
3.—Arable.
4.—46 years.
5.—One mile and a half.
6.—1847.
7.—In sending to market corn, potatoes, &c. &c., and getting manure, &c. therefrom.
8.—Sending fat and getting lean stock from distant markets, and a saving in travelling expenses.
9.—2 *s.* 6 *d.* per acre.

ANSWERS of Mr. *Joseph Lee.*

County of Northumberland, Parish of Corbridge.—Newcastle and Carlisle Branch of North Eastern Railway.

1.—Dilston New Town.
2.—480 acres.
3.—Arable.
4.—26 years.
5.—Three quarters of a mile.
6.—Part of the line of railway was opened the first year of my tenancy.
7.—We get purchased manure considerably cheaper; oil cakes, building materials, coals, &c., at a reduction in price. Potatoes taken to market at one-half the cost paid before. Hexham market had a sort of monopoly for corn, lying near the lead mines, otherwise there would have been a very great advantage in getting corn to market.

ANSWERS of Mr. *William Mather.*

County of Northumberland, Parish of Widdrington.—North Eastern Railway.

1.—Hemscott Hill.
2.—325 acres.
3.—Portion of both.
4.—50 years.
5.—Three miles.
6.—In 1844.
7.—Conveying corn to market, also conveying lime and other manures home.
8.—Conveying stock to market, &c.
9.—Not very easy known; perhaps 1 *s.* 6 *d.* per acre.

ANSWERS of Mr. *William Middlemiss.*

County of Northumberland, Parish of Ancroft.—North Eastern Railway.

1.—Scremerston Inland Pasture Farm.
2.—820 acres.
3.—Arable.
4.—Seven years come Whitsunday.
5.—Half a mile.
6.—During the whole.
7.—Delivering produce and travelling to markets.
8.—Conveying stock to distant markets.
9.—I could not estimate the loss.

ANSWERS of Mr. *Edward Pringle.*

County of Northumberland, Parish of Ancroft.—North Eastern Railway.

1.—Scremerston Bonwell.
2.—370 acres.
3.—Arable.
4.—42 years.
5.—Half a mile.
6.—Part opened in 1847.
7.—General, for transport of all produce.
8.—Ditto.
9.—3*s.* per acre.

ANSWERS of Mr. *James Robertson*, Jun. (for Mr. *James Robertson*).

County of Northumberland, Parish of Belford.—North Eastern Railway.

1.—Easington.
2.—400 acres.
3.—Mixed husbandry.
4.—11 years.
5.—Half a mile.
6.—Opened before my tenancy.
7.—Three per cent. on the rental.
8.—One per cent. on the rental.
9.—About 2*s.* per acre.

ANSWERS of Messrs *H. O. Short & Co.*

County of Northumberland, Parish of Bamburgh.—North Eastern Railway.

1.—Haren Farm and Mills.
2.—92 acres, and 12 pairs of stones.
3.—Mixed husbandry.
4.—Five years.
5.—One mile and a half.
6.—Whole of our tenancy.
7.—Very great for the mills, and three per cent. on the rental of land.
8.—One per cent. on the rental.
9.—Five per cent.

ANSWERS of Mr. *John Stott.*

County of Northumberland, Parish of Bothal.—North Eastern Railway.

1.—Bothal Barns.
2.—Near 280 acres.
3.—Arable and stock mixed.
4.—Four years.
5.—About half a mile from a siding, and two miles from a goods and passenger station.
6.—The whole of my tenancy.
7.—That I can get lime and manure in any quantity and at the exact time I require them, and can send my corn and stock to market in better condition and with greater facility, and all at less cost than where no railway communication exists.

Appendix.

8.—It enables you to keep your full complement of stock, as in cases of scarcity of keep, or severe storms, you can import the necessary food to meet such extra requirements.

9.—About four shillings per acre.

ANSWERS of Mr. *Alexander Turnbull.*

County of Northumberland, Parish of Widdrington.—North Eastern Railway.

1.—Houndslee.
2.—710 acres.
3.—Two-thirds arable.
4.—Two years.
5.—Within one mile.
6.—The railway was opened long before I entered the farm.
7.—In carrying the produce of the farm to the best markets, and bringing manure, lime, coal, and other necessaries to the farm.
8.—The conveyance of fattened stock to market, as well as bringing lean stock from a distance, at a great deal less expense than travelling on foot.
9.—This question is rather difficult to answer, as different opinions may be formed on account of locality, &c.; but I fancy that five shillings per acre would scarcely remunerate the tenant, besides the difficulty to let a farm of this description without the railway.

My dear Sir, Manor House, Woodhorn, 17 February 1863.

BY this post I forward you a form filled up as you requested. I have also asked Bainbridge, Muckle, and Egdell to do the same, but I am sorry that you have not given me more time to collect further information for you, as you appear to require it to-morrow. With regard to the last query, it is necessarily most difficult to answer, and can only be done approximately, and consequently indefinitely. In our own case we should require an extra man and pair of horses at least, which is equivalent to 100*l.* a year; and besides this there are so many other disadvantages, owing to the absence of a railway to a district, that it is very difficult to estimate the money value of it. I shall be very glad to do anything further in this matter if you either wish it or require it. The estates with which we are connected are in Cumberland and Westmoreland, and although we have had considerable experience with railways there, still between ourselves we consider the estate damaged by their presence, inasmuch as the junction of three lines is formed on it, which consequently cuts it up desperately, therefore I think it will be as well for your case to leave it alone. In great haste.

I am, &c.

Benjamin Woodman, Esq. (signed) *Jacob Wilson.*

ANSWERS of Mr. *Jacob Wilson.*

County of Northumberland, Parish of Woodhorn.—North Eastern and Blyth and Tyne Railway.

1.—Manor House and Third House.
2.—600 acres.
3.—Two-thirds arable and one-third stock (grass).
4.—Eleven years.
5.—Five miles from North Eastern and three miles from Blyth and Tyne.
6.—The North Eastern during the whole, the Blyth and Tyne about three years ago.
7.—Expedition, promptitude, and economy in the carriage and delivery of draining tiles, building materials, lime, manures, &c. &c., thus developing the capabilities of the soil to a greater extent and at a less cost than could otherwise be effected by an equivalent in an increased horse power, which would otherwise necessarily be required. The facilities for the transport and delivery of grain and other farm produce are also enhanced to a very considerable degree; and the farmer is enabled to take advantage of markets other than those he was accustomed to attend prior to their formation.
8.—Easy transmission of lean stock (in our case) from distant fairs to the farm, and of fat stock from it to Newcastle or other markets at a moderate rate, and with much less damage or deterioration in value than by driving or other means of conveyance. The introduction of oilcake and other artificial foods so easily thus obtained give an increased production of beef and mutton as well as of corn, and place the land in a higher state of cultivation and fertility; and hence all these advantages so nicely dovetailing and dependent on each other are, to a very considerable degree, due to the existence of railways.
9.—Very difficult to calculate, but probably from 4*s.* 6*d.* to 6*s.* per acre.

ANSWERS of Mr. *Joseph Wright.*

County of Northumberland, Parish of Bellingham.—Border Counties Railway.

1.—Charlton.
2.—560 acres.
3.—Partly arable, the remainder stock land.
4.—21 years.
5.—Two miles.
6.—Opened about two years ago.
7.—By obtaining lime and manure, and forwarding produce to market.
8.—By conveyance of stock to market, more particularly fat cattle and sheep.
9.—For the arable and grazing land, fully 2*s.* 6*d.* per acre.

ANSWERS of Mr. *James Gordon,* Agent for Lord Cathcart.

County of York, Parish of Kirby.—North Eastern Railway.

1.—Manor farm.
2.—500 acres.
3.—Mixed.
4.—10 years.
5.—There is a private siding on the farm, and Thirsk Station is four miles distant.
6.—During the whole of my tenancy.
7.—I am enabled to deliver on rails at the siding all kinds of farm produce; procure an abundant supply of lime at a reasonable rate; also artificial food and manure, &c.
8.—I consider that the advantages to the stock farmer are as great as they are to the arable farmer. Dealers from the populous and meat consuming districts are conveyed hither, causing more competition, and, consequently, higher rates are received for beef and mutton.
9.—Five shillings per acre.

ANSWERS of Mr. *Robert Elliot.*

1.—Two, Laighwood and Glenfernate.
2.—About 15,000 acres.
3.—Laighwood is part arable, part stock; about 500 acres arable, and 5,000 acres stock. Glenfernate is all stock, hill grazing.
4.—Seven years nearly.
5.—Laighwood, 5 miles; Glenfernate, 18.
6.—During the whole.
7.—It is difficult to enumerate all the benefits which an arable farmer derives from the opening up of his farm to railway communication. On my own farm of 500 acres, for instance, I find that on the average, for the last seven years, I have received by railway about 500 tons, lime, coal, manure, draining tiles, &c., and sent off about 100 tons of potatoes, grain, &c. besides all my fat stock, the whole of which is sent by railway. It is next to impossible for me to say what actual advantage this is to me, because the advantage cannot be measured by the saving from the carriage of the number of tons mentioned; that is a small amount of benefit in comparison to the advantage derived from railways having opened up to us new markets, and thereby enabled us to cultivate and improve our land in a way and manner which it was impossible for us to have done if we had not obtained railway communication; and not only this, but the trade of the country has been improved so much thereby that the masses in our large towns have been enabled to consume our produce at prices which we might have looked for in vain, if it had not been for the general prosperity caused by the opening up of the whole country by railways. In a district such as this, I consider that land, within the last 10 years, has risen in value from 25 to 30 per cent. Now, I consider this has been chiefly caused by railways having opened up new markets, and the general prosperity of the country, caused by the benefits arising from railways directly and indirectly; and I am satisfied that wherever railways have come within five miles of an arable farm, previously distant from markets, if the railway communication was suddenly taken away, it would reduce the value of all such arable land at least 20, if not 25 per cent.
8.—The above answer to the query as to arable land applies here, in a great measure, but not perhaps to the full extent; grazing stock is easier conveyed to distant markets than the produce of arable land, still the general prosperity of the country affects the value of grazing land as much as any other. After the main trunk lines of railway were made through the country, however, stock farms did not derive so much benefit from branches coming close to them as arable farms. Hill grazings would fall in value from 10 to 15 per cent. if railways were suddenly done away with; perhaps more.
9.—The answer to this query is given best in the answers to 7 and 8.

Appendix.

ANSWERS of Mr. *Alexander Henderson.*

County of Haddington, Parish of Gladsmuir.—North British Railway.

1.—Longniddry.
2.—350 imperial acres.
3.—Arable.
4.—Since 1824.
5.—Station on the farm.
6.—Railway opened 1845.
7.—Easy and quick conveyance for both sheep and cattle to the south markets, also for the getting of feeding stuffs and manure of every description, drain tile, &c. when you are at a distance from the work. It has enabled me to alter my mode of cropping, by growing a large portion of potatoes; without railway, I would not have disposed of them, as they are all sent to Newcastle and London markets.
8.—In many cases they are almost more than to an arable farm, as you are enabled year by year to break up a portion of the hill land, not for the sake of growing corn crops, but for improving the grass and growing of turnips, which enables the tenant to improve his stock; it may be from black-faced sheep to Cheviots, or it may be from Cheviots to half-breds; without railway accommodation this could not be done, as you have no opportunity of getting lime, which is absolutely necessary for breaking up hill land, besides drain tile, and other artificial manures and feeding stuffs.
9.—From 5*s.* to 10*s.* per acre.

ANSWERS of Mr. *R. N. Hutchison.*

County of Fife, Parish of Kinglassie.—Dunfermline Branch of E. P. and D. Section of the North British Railway.

1.—Fostertown.
2.—300 acres.
3.—Arable.
4.—Succeeded to my father in 1834.
5.—Three miles from Thornton Station, a siding near Eastedge, and another one mile west from farm.
6.—First opened 1848.
7.—This farm is six miles from the shipping port of Kirkcaldy, where all the produce used to be sent, and manures carted from; now everything goes and comes by rail; benefit to tenant 3*s.* to 4*s.* per acre.
8.—From the above note, I should say probably 3*s.* to 4*s.* per acre; but I would rather pay 5*s.* than want it.

ANSWERS of Mr. *Charles Lyall.*

County of Forfar, Parish of Marytown.—Scottish North Eastern Railway.

1.—Old Montrose.
2.—600 imperial acres.
3.—Chiefly arable.
4.—Since Martinmas 1860.
5.—Rather over a mile.
6.—During the whole of my occupancy.
7.—Facilities for delivery of all produce, and of getting manure, coals, &c. brought; but this farm being within three miles of the seaport of Montrose, renders railway conveyance unimportant.
8.—None almost in my case.
9.—Not over 2*s.* per acre.

ANSWERS of Mr. *Charles Melvin.*

County of Haddington, Parish of Gladsmuir.—North British Railway.

1.—Penston.
2.—600 acres imperial.
3.—Arable.
4.—Since Whitsunday 1862.
5.—Three miles.
6.—Previous to my tenancy.
7.—For the conveyance of the produce of the farm to market.
8.—For the conveyance of stock to the market.
9.—I would suppose 8*s.* per imperial acre.

ANSWERS of Mr. *James Stenhouse.*

County of Haddington, Parish of Tranent.—North British Railway.

1.—Noyles.
2.—410 imperial acres.
3.—Arable.
4.—Five years.
5.—One mile and a half from from Tranent Branch; private extension passing the steading.
6.—The whole; private line opened last year.
7.—For the conveyance of home and foreign manures, and lime to the arable land, and for the shipment of all produce to the different markets.
9.—Ten shillings per acre.

ANSWERS of Mr. *R. Scot Skirving.*

County of Haddington, Parish of Haddington.—North British Railway.

1.—Camptown.
2.—About 800 acres imperial.
3.—Arable, but a good many sheep are bred and fed on it.
4.—It has been in the occupation of my family for several generations.
5.—Half a mile from nearest point, and a mile and a half from farm offices.
6.—The North British Line was opened in 18 , at which period I had the advantage of the station above alluded to.
7.—Bringing manure, potato seed, &c., and taking away potatoes, corn, and other articles of farm produce.
8.—Bringing lean stock from distant markets, and taking away fat stock. When a stock farm is being improved, the benefits of a railway are often very great, bringing drain tiles and lime.
9.—I cannot without mere guessing fix on a sum per acre. I cannot contemplate the possibility of wanting the railway in present circumstances. Shamefully ill-managed as the details of its working are, matters would come to a dead lock were its stations shut up. It has in a great measure created the potato trade (which it is now driving into the sea again as fast as it can). This trade alone supports the present rate of rents. It enables English cattle dealers to take nearly the whole fat cattle of this district to southern markets. A very great proportion of the whole corn crop passes along its rails. I would not like to say that it would make a difference of 10 *s.* per acre to want the railway, but were it removed, I would at once give up the attempt to farm the lands.

ANSWERS of Mr. *James Thomson.*

County of Linlithgow, Parish of Upshall.—Edinburgh and Bathgate Railway.

1.—Holmes and Goshen.
2.—330 acres.
3.—Mostly arable.
4.—15 years.
5.—The steading a mile and a half from a station; but a siding upon the farm got lately.
6.—The railway has been opened 10 or 11 years of my occupancy.
7.—Mainly in bringing manure and draining materials to the farm from Edinburgh and other places, at a distance, at a much cheaper rate than by any other mode of conveyance; and occasionally in taking produce from the farm, with the same advantages; and moreover access has been obtained to markets and districts of country which were formerly inaccessible.
8.—The same remarks apply to a stock farm, from the greater facility in bringing and removing stock from all parts of the country.
9.—Something like 5 *s.* or 6 *s.* an acre.

ANSWERS of Mr. *John Wilson.*

County of Berwickshire, Parish of Ayton.—North British Railway.

1.—Edington Mains and Hill.
2.—1,140 acres.
3.—An arable farm of turnip soil, on which a large stock of sheep and cattle are reared and fattened.
4.—About 40 years.
5.—Three miles and a half.

Appendix.

6.—Main line of North British, opened 17 years ago, and the Dunse Branch thereof about 10 years since.

7.—Most of the grain sold from my farm was formerly carted to the sea-ports of Berwick or Eyemouth, distant seven miles and a half; a man and a pair of horses can now easier go twice a day to the station, than over to Berwick and carry a larger load. There is the like facility in obtaining coal, lime, draining and building materials, manure, and feeding stuffs. The cultivation of potatoes for sale, formerly restricted to farms near a town or seaport, is now practicable on all suitable soils if a railway station be at hand. But in nothing is the benefit of railways more decisive than in the conveyance of fat stock to market. Formerly the stock fattened on my farm was driven to Newcastle, a distance of 70 miles. Now it is driven to the station, and in 20 to 40 hours after is shown in Leeds, Nottingham, or London, without fatigue or loss of flesh.

8.—I occupy also an extensive grazing farm in Lammermuir (with a patch of arable land), distant eight miles and a half from a railway station. The carting away of wool and a little grain, and the bringing back of lime, manures, &c., was so arduous as almost to prohibit the cultivation of turnips, without which the value of such farms is seriously impaired.

9.—The recent general rise in the rental of farms is certainly largely due to the influence of railways. In my own case, I think, I am within the mark in ascribing the half of the recent advance, or 200 *l.* a year, to this cause.

Edington Mains, Chirnside,
18 February 1863.

Dear Sir,

I HAVE, as requested by Mr. Grey of Dilston, filled up the annexed schedule of queries. You will see that mine is not a strong case for you, as I was comparatively well situated before, having Rennal within seven miles, and a large flour mill half a mile from my house. It is in the case of farms from 10 to 25 miles from a market town that the introduction of a railway makes so decisive a benefit. It amounts, in fact, to a revolution.

I am, &c.
(signed) *John Wilson.*

Messrs. Woodman, Solicitors,
Morpeth.

Gentlemen,

Pantathy by Carnoustie, 7 March 1863.

I DULY received your letter of the 25th ultimo, enclosing lists of queries, which I have been prevented answering sooner, in consequence of not having got replies from my acquaintances, to whom I sent some of the queries. I have only received one, which I herewith enclose, along with my own.

There can be no doubt of the benefit railways confer on all landed property, especially on lands situated at great distances from markets; lands so situated must necessarily be farmed at great disadvantage. A greater number of men and horses must be kept to perform the carriages to and from the farm, and the want of manure, which cannot be procured on such farms without railway communication, is such an insuperable obstacle that the modern system of agriculture cannot be carried on without it.

I consider the opening of railways to farms situated at great distances from markets increase the value of such lands 15 or 20 per cent.

I am, &c.
(signed) *John Collier.*

Messrs. W. & B. Woodman,
Solicitors, Morpeth.

Sirs,

Ballindalloch, 6 March 1863.

MY friend, Mr. Mowbray, land valuator, sent me a copy of your letter to him of the 26th ultimo, with one of your schedules to fill up; I regret that from having been in another part of the country, arranging as to some farms I have to let, I had not an opportunity of forwarding your schedule of queries, with my answers, until yesterday, which I am afraid was too late for your purpose.

It is difficult for me to suppose even that any one practically acquainted with agriculture, at all events in Scotland, should be in any doubt as to the advantage of railway communication to the owners and occupants of land; my own experience, which now ranges over 34 years, in the management of land property, is clearly to the effect that railway communication, through any agricultural district, at all removed from a sea-port enhances the value of the land, and in advertising farms to let, this is generally brought prominently to the notice of candidates. See my own present advertisement in the North British Advertiser, of the farms of Gordonhall, and Dell of Killihuntly in Inverness-shire, last week and this week. I shall be glad to hear that you succeed in the undertaking you have in view.

I remain, &c.
(signed) *John Fleming.*

Messrs. W. & B. Woodman,
Morpeth, Northumberland.

FARMS to let in *Badenoch*, County of *Inverness*.

Dell of Killihuntly, as occupied by Captain J. A. Evans, containing 129 acres arable, 154 acres rich meadow, and 46 acres of wood and low pasture.

Gordonhall, as occupied by John Davidson, containing 122 acres arable, 112 acres fine meadow and low pasture, 103½ acres of wood pasture, and 140 acres, or thereby, of hill pasture.

The Dell will be let for nine years, and Gordonhall for 15 years, from the term of Whitsunday 1863. The buildings on both farms are in good repair, and will be delivered over to entering tenants on dead inventory; and they may also have the threshing machines, propelled by water, by valuation.

Both these farms are well sheltered, and make good winterings. They are beautifully situated on the banks of the Spey; the Dell being within three miles, and Gordonhall within one mile of the proposed Kingussie Station of the Inverness and Perth Junction Railway, now in course of construction, by which farm produce can be economically sent to market.

The boundaries of the farms will be pointed out, and further information given, by George France, ground-officer, Invereshie. Written offers may be addressed to John Fleming, factor, Ballindalloch, or they will be received by him at Milton Cottage, on Thursday the 19th day of March curt., when the farms will be let if suitable offers are made.

The highest offer will not be accepted, unless the candidate is found satisfactory in other respects.—Ballindalloch Castle, 5 March 1863.

Gentlemen, Melrose, 5 March 1863.

I AM favoured with your letter of the 26th ult., on Saturday last, but having been from home I have been unable till now to attend to it. I have visited several respectable farmers in the neighbourhood, and send you the answers received from some of them, which all speak to the increase in the value of land intersected by a line of railway, besides those whose schedules I have sent; I have heard the views of a number of others, and all concurring in the same opinion.

So far as regards my own experience, I may state that since I was appointed Inspector of Drainage in this quarter, a very large amount, I should say upwards of 100,000*l.*, has been expended on drainage within a circuit of 25 miles from this; and there is no doubt whatever that, had the district not had the advantage of railway transit, the expense of draining ground would have been very materially increased. The local tile works, even with their high prices, would have been unable to supply the demand for pipes, I believe to the extent of one-third; but with railway facilities at command tenants and proprietors can obtain pipe-tiles from works at a considerable distance at a cheaper rate, railway carriage included, than what they could do from the local tileries.

The same advantages exist in the erection of buildings, where slates, timber, lime, freestone, including materials of every description, are required. I shall be happy to afford any information which you may consider it in my power to supply or obtain.

I am, &c.

Messrs. W. & B. Woodman, (signed) *T. F. Mitchell.*
Morpeth.

Panson Cottage, Hereford,

Gentlemen, 9 March 1863.

IN answer to your letter of 26th ultimo, I beg to inform you that it is about 10 years since the first railroad was opened to Hereford, and since that period several lines have been completed through the county.

Had Hereford been left without railway accommodation, it is my opinion that the value of the land and property of the neighbourhood would have remained nearly stationary, but how different is the case. The land, within a radius of a mile and a half of this city, has more than doubled in value. In some instances 600*l.* per acre has been given for land that would not have sold for 200*l.* per acre 10 years ago. The increase of population and consequent demand for building sites which is evidently due to those railways, no doubt cause this rise in value.

With regard to the land let for agricultural purposes, I estimate its increased value, from being situated near a railway station, to be at least 10 per cent. on the rental.

Among the innumerable advantages may be mentioned the increased facilities of sending produce to market, and meeting with purchasers, of obtaining artificial manures, oil cakes, building and draining materials, lime, coal, &c., &c.; also the time and expense saved in attending markets.

It is found that these advantages introduce a better and more substantial class of tenants near the lines of railway; indeed it would be difficult to prevail upon an intelligent farmer, with a command of capital, to engage a farm remote from a railway.

 I do

Appendix.

I do not farm, and have therefore not answered the queries, but I distributed them last Wednesday among six of the principal farmers of this neighbourhood; one only has been returned to me, which I enclose, and will forward the others as I receive them.

I am, &c.
(signed) *Marcs. Newton*,
Magistrate for Herefordshire.

Dear Sirs, Drax Abbey, 7 March 1863.

I AM sorry I was unable to reply to your letter earlier; I was away from home when it arrived.

I have filled up one of the papers, which applies to a farm I have had in hand in the county of Durham, and the same remarks apply to the whole of the estate, which was in a very bad state a few years ago. I have now let one of the farms, and shall take another in hand; had it not been for the railway I should not have done so. A large extent of land in that part of Durham is equally improved.

From the peculiar facilities of water carriage to Leeds and Wakefield for the farm where I live in Yorkshire, I cannot say the advantage of rail to it except for the carriage of potatoes to London, of which we grow a great number of acres. Formerly they cost us by water to London 18*s.* per ton, and were sometimes three weeks on the sea. Now we can send every day to London for 12*s.* per ton by the Great Northern. This of course is a great advantage. Our fat stock had formerly to start for Wakefield on the Sunday morning, now they go on the Tuesday evening for Wednesday's market, at a saving in expense and condition of 10*s.* or 15*s.* per head.

I am so satisfied of the advantage of railways to agriculture that I consider every estate is benefited by a railway passing through it. I have seen many very much improved by them, particularly in the districts where large quantities of potatoes are grown.

If it be not too late for your purpose, I will get some of the other forms filled up by suitable persons.

I am, &c.
Messrs. W. & B. Woodman. (signed) *Henry Smith.*

ANSWERS of Mr. *T. Adams.*

County of Hereford, Parish of Morden.—Shrewsbury and Hereford Railway.

1.—New House.
2.—296½ acres.
3.—Arable, 104 acres; residue, pasture and grass.
4.—Have resided on farm upwards of 20 years.
5.—One mile and a half from Moreton Station (of Shrewsbury and Hereford Railway).
6.—Has been opened for goods traffic from Hereford Station about eight years; from Moreton Station for same, about two years.
7.—1st. The delivery of lime, guano, and all kinds of manures at a much cheaper and quicker rate than previously to the introduction of railways. 2ndly. And it has opened up markets for the sale of every description of corn, cider, &c., from which, from the difficulty of transit (which before existed), we were virtually excluded. 3rdly. It has had the effect of lowering the price of coals at least 50 per cent. in the district through which it passes; and since I have adopted steam cultivation, the saving under that head has been considerable.
8.—Are enabled to obtain linseed and other kinds of cakes and feeding stuffs at a lower rate than before, in consequence of saving in carriage and time, &c.; and railways greatly facilitate the delivery of cattle, grown and fed on farms, to distant markets, in the event of not being able to effect a sale at local markets, which frequently occurs.
9.—Should estimate the loss of such deprivation of railway communication to the said farm at least 20*l.* per annum.

ANSWERS of Mr. *Arthur Armitage.*

County of Hereford, Parish of Bridston.—Great Western (Hereford and Gloucester) Railway.

1.—Dodnor and Moraston.
2.—400 acres.
3.—Arable and sheep farm.
4.—20 years, one of them.
5.—Two and a half miles.
6.—Partly; about 12 years ago.

7.—The

7.—The delivery of corn to purchasers is facilitated; I used to send my team 18 miles to Gloucester, now I deliver at Ross Station; also manures, cake, &c., are brought within reach of the farmer, where previously the carriage by road precluded their use in a great measure.

8.—You obtain prices for fat stock nearer to the value of the London and other great markets than formerly.

ANSWERS of Mr. *James Brack.*

County of Roxburgh, Parish of Bowden.—North British and Selkirk Branch Railway.

1.—Marilaw Moor.
2.—400 acres.
3.—Arable.
4.—13 years.
5.—Three miles.
6.—Railway opened in 1854.
7.—I consider at least 5*s.* per acre.
8.—Tiles for sheep drains, top dressing, conveyance of stock to and from farm, and equalizing of prices of beef and mutton.
9.—I consider I would lose in value at least 5*s.* per acre.

ANSWERS of Mr. *John Collier.*

County of Forfar, Parish of Arberlot.—Dundee and Arbroath Railway.

1.—Panlathy.
2.—450 acres.
3.—Arable.
4.—20 years.
5.—Nearly two miles.
6.—The railway has been open during the whole of my tenancy.
7, 8, and 9.—This farm being only a few miles distant from the town of Arbroath, where there is a ready market for all kinds of farm produce, and where a supply of manure, lime, &c. can be had at all times, the railway is comparatively of little value to it; I, however, find great benefit from it in the transmission of fat stock to the great markets of London, Glasgow, and Newcastle, and also for produce of a bulky nature, such as potatoes. And when manure is scarce in Arbroath, I am enabled to procure a supply from other towns, even although 60 or 70 miles distant.

ANSWERS of Mr. *J. B. Downing.*

County of Hereford, Parish of Holme Lacey.—Hereford, Ross, and Gloucester Railway.

1.—Lower Bogmarsh.
2.—470 acres.
3.—Both.
4.—15 years.
5.—Half a mile.
6.—During part of my tenancy; about six years.
7.—I send the whole of my corn by rail; formerly it had to be taken to Hereford, a distance of six miles.
8.—Our beasts are sent by rail, but chiefly from Hereford fairs or markets, much to the convenience of the purchaser.
9.—Fully 4*s.* per acre.

ANSWERS of Mr. *John Fleming.*

Counties of Banff and Moray, Parish of Inveraven.—Morayshire Railway.

1.—Marionburgh.
2.—200 acres arable, 40 acres pasture.
3.—Mixed husbandry.
4.—Nine years.
5.—Eight miles at present; soon to be reduced to two miles.
6.—Opened to Elgin, 20 miles off, at entry to farm. Since then extended to within eight miles, which was opened at Christmas 1861.

Appendix.

7.—It opens up markets for grain; gives facilities for importing manures and feeding stuffs.
8.—It gives great facilities for sending stock to market in a fat state, instead of in a lean condition, as formerly. It gives opportunities for getting the breed of cattle and of sheep improved; for getting wool sent to market, and smearing stuffs home.
9.—Were the advantages of railway communication north of Aberdeen annulled, I consider that my farm would lose 2*s.* to 2*s.* 6*d.* per acre in value annually.

ANSWERS of Mr. *Thomas Frier.*

County of Berwick, Parish of Earlstown.—North British Railway.

1.—Fans.
2.—2,000 acres.
3.—Arable.
4.—36 years.
5.—Eight miles.
6.—In year 1850 or 1851.
7.—The easy conveyance of lime and manure to the farm; also the carriage of stock to and from the railway, &c., and all kinds of drainage pipes and other materials for the farm.
8.—The conveyance of stock to and from the railway.
9.—I would estimate at least 5*s.* per acre.

ANSWERS of Mr. *William Goodlet.*

County of Forfar, Parish of Kinnell.—Scottish North Eastern Railway.

1.—Bolshaw.
2.—656 acres.
3.—Arable.
4.—About 15 years.
5.—About a mile.
6.—It was opened just before the commencement of my tenancy.
7 and 8.—They are various, but may be said to consist chiefly in the facilities which it affords in transporting produce and fat stock to market; and in bringing manures, &c., to the farm. My payments to the railway company, last year, for manures and feeding stuffs, &c. to the farm were upwards of 60*l.*; and I calculate the produce conveyed away, the carriage of which was paid by the purchaser, would amount to fully as much. I am distant about eight miles from Arbroath, my market town, and before the railway was made all these carriages had to be performed by horses and carts. I calculate that from one to two pairs of horses more than I keep for the working of the farm would have been required but for the advantages thus afforded me by the railway.
9.—I cannot exactly say, but doubtless the value of the farm is enhanced by having railway communication. At all events, when I took the farm I would not have given so much rent for it as I did, had it not been for the advantages which I calculated upon deriving from the railway. Indeed I am not sure if I would have become an offerer for the farm at all but for the opening of the railway, living as I then did in Renfrewshire, where I experienced the advantages of railway communication, which was just being extended here by the opening of the Scottish North Eastern, then called the Aberdeen line.

ANSWERS of Mr. *William Kennedy.*

County of Ayr, Parish of Maybole.—Ayr and Maybole, and Maybole and Girvan Railway.

1.—Kilkenzie.
2.—300 acres.
3.—Arable.
4.—10 years.
5.—One mile and a quarter.
6.—Ayr and Maybole seven years, Maybole and Girvan about three years.
7.—The benefits are numerous; facilities for sending produce to market; bringing manures and feeding stuffs to farm; sending stock to markets; competition, &c.
8.—Sending sheep and cattle to the best markets open; conveying smearing and dipping materials to the farm; meal for shepherds, &c.
9.—Difficult to say; competition great; I would consider a loss of from 15 to 20 per cent.

ANSWERS of Mr. *Thomas Porteous.*

County of Roxburgh, Parish of Bowden and Lindean.—North British and Galashiels and Selkirk Railway.

1.—Nether Whitlaw.
2.—210 acres.
3.—All arable.
4.—Newly taken.
5.—Three miles.
6.—Yes.
7.—I calculate that I would not have given within 7 *s.* 6 *d.* per acre of the rent if no railway. The benefits are, the cheaper and easier conveyance of lime, drain tiles, manure, &c.; and transmission of grain to and from markets, &c.
9.—I would consider at least 7 *s.* 6 *d.* per acre.

ANSWERS of Mr. *John Roberton*, Jun.

County of Berwick and Roxburgh, Parish of Hume and Ednam.—North British Railway.

1.—Fallsidehill and Harperton.
2.—1,288 acres.
3.—Arable.
4.—20 and 40 years.
5.—Six miles.
6.—13 years opened.
7.—Carriage of manure, lime, stock, &c.
8.—Carriage of stock, &c.
9.—About from 5 *s.* 6 *d.* to 7 *s.* per acre.

ANSWERS of Mr. *Henry Smith.*

County of Durham, Parish of Lanchester, Township of Esh.—North Eastern Railway.

1.—Clifford House and New House.
2.—400 acres.
3.—Principally arable.
4.—Six years.
5.—Siding on the farm.
6.—The last two years.
7.—Quite 5 *s.* an acre. The cartage of lime and manure was almost impossible. We now have lime at 10 *s.* per ton; before, it cost 16 *s.* Manure can now be had at 5 *s.* The corn grown can now be sent direct to Newcastle, as well as the fat stock.
8.—The estate was greatly in want of lime, which will now be applied to all the grass land as well as the arable. I paid last year 250 *l.* for lime. The estate is about 2,000 acres, and I have taken these farms in hand to improve them, and consider they are worth 5 *s.* an acre more in consequence of the rail.

ANSWERS of Mr. *William Taylor.*

County of Hereford, Parish of Withington.—West Midland (Worcester and Hereford) Railway.

1.—Thingehill Court.
2.—600 acres.
3.—Half grass and half tillage, or arable.
4.—Seven years.
5.—About one mile and a quarter.
6.—The whole of the line about three years.
7 and 8.—The conveyance of artificial manures and artificial food for feeding purposes; also the ready transit of the produce of the farm to the best markets, such as cattle, sheep, fruit, cider, hops and corn, &c.
9.—At least 5 *s.* per acre.

ANSWERS of Mr. *David Wright.*

County of Northumberland, Parish of Holy Island.—North Eastern Railway.

1.—Beal.
2.—1,050 acres.
3.—800 acres arable, 250 old grass.
4.—Six years.
5.—The railway passes through the centre of the farm, and a station about 300 from the steading.

Appendix.

6.—Opened during the whole of my tenancy.
7.—It conveys all the produce to market and all manures to the farm, thus enabling me to practise a much higher system of farming.
8.—It transports all stock to and from market safer and more expeditiously, and brings a supply of foreign feeding stuffs which could not otherwise be obtained and used with profit.
9.—At least 5*s.* per acre.

ANSWERS of Mr. *Thomas Young.*

County of Berwick, Parish of Newthorn.—North British Railway.

1.—Blinkbonny.
2.—465 acres.
3.—Arable.
4.—Three years.
5.—Six miles.
6.—Opened all my time in leases.
7.—The easy carriage of lime and other manures, pipes, &c.
8.—Carriage of cattle, wool, &c. to and from the railway, &c.
9.—I consider my farm would lose in value 5*s.* per acre.

Aberdeen, 27 February 1863,
Chambers, 2, Bon Accord-square.

Sirs,

I WAS favoured this morning with your letter of the 25th, respecting the advantages of railways to the landed property of the country. I regret that I cannot enter fully into the question at present, as I am just leaving home for a little time. The tenantry are shy in expressing their opinions about the benefits their farms derive from railway accommodation, but they are nevertheless very considerable. This country is famous for its production of fat cattle and the excellence of the beef. The climate is peculiarly well suited for the growth of turnips, and their cultivation is well understood. The climate and soil of Northumberland is, no doubt, equally well suited for turnips.

The number of cattle sent south to London and other places in England in 1862—

Per rail, were	6,281 cattle.
Dead meat ditto	9,392 tons.
Per sea, were	4,518 cattle.
Dead meat ditto	76 tons.

The value of this exportation I estimate at 700,000*l.* at least. There are several large establishments for preserving meat, which goes away in that form to the value of at least 50,000*l.* The home consumption I cannot accurately speak to, but it cannot be less than 50,000*l.*; say 800,000*l.* is realised from fat stock. This sum is more than the farming rental of the county by, say, 150,000*l.* The markets are held at the various railway stations or near to them. The dealers go out by the morning trains, and do the whole business in two or three hours. The live stock are all trucked and despatched to Aberdeen by two or three o'clock at farthest. A few days ago I saw about 280 head despatched from Huntley, 44 miles from Aberdeen, the value of which may be reckoned at 6,500*l.*; and the business of the day was mostly completed by two o'clock. This order and despatch has done a vast amount of moral good, as compared to the habits of buyers and sellers previous to the railways, about only 12 years ago.

On the other hand, to produce such large quantities of fat stock the farmers have to furnish themselves with great quantities of portable manures, guano, bone, manures, lime, &c. This could not be accomplished to the same extent previous to the railways.

The drainage of lands, under systematic principles, was much induced through the Government drainage loans about 1847, 1848, and 1849, and afterwards. In this county a large sum was applied for and granted; but much difficulty arose in getting the works extensively carried out, for want, first, of drain tile manufactories, but these gradually came into use; and previously to the railways here, the expense of carting pipes from the coast side, where the tile works chiefly were, became so expensive and slow a process, that the tenants could not be induced to undertake it to any noticeable extent. Now, when railways run in every direction, we have no difficulty in undertaking large extent of drainage works at all places. This winter, from its open fine weather, gave great opportunity to field works, and all the drain pipes were cleared off the hands of the makers in this quarter early, and they had to get supplies to make up the contracts from distant works in the south. The facility of transporting drainage materials by the railways is of immense advantage—I cannot readily give it a name—but looking to the works that I have laid out, and seen completed through funds obtained under loans from Government and loan companies, private capital, &c. during the last 14 or 15 years, the general aid by railway transit must be very considerable and direct as a benefit to the landowner. You may reckon in round numbers that my works have covered 30,000 acres, 20,000 of that quantity probably in Aberdeenshire. The cost of these works may be taken at 220,000*l.*

220,000*l.* Then we have extensive works in farm buildings, iron fencing, &c. &c. the materials for which have to be transported from place to place. It is in this county a very common thing to get the whole of the principal stones of the buildings cut up, dressed, numbered, and despatched per rail all over the county. I contracted to-day for a house, with neat granite finishings, to be made ready for setting, and delivered 25 miles per rail. There are many granite quarries in this county. The bulk of the stones are sent per rail to the port of Aberdeen for distances of three to 20 miles. This is both a heavy and bulky article of traffic produced from landed property which could not be carried out from any great distance unless from the aid of railways.

Labourers and tradesmen, with their tools, are transported from one side of the country to the other easily, and I have constantly dealings with builders from distant points who compete for jobs, prepare the whole wood-work, and send it from their home establishments directly by rail to the nearest station to the site of new buildings. Although we have good slate quarries in the centre of the county, I use slates from Wales, on account of their lightness and cheapness, admitting also of lighter wood-work, all of which could not have been accomplished unless we had had railways; these things tend greatly to the benefit of landed property.

There is, however, one thing opposed to these advantages that seems to me to have arisen out of the facilities given by railways, that is, a great rise in the price of labour; common labourers are 3*d.* per hour; tradesmen 3*s.* 6*d.* to 5*s.* per day; so that buildings, although certainly better in every way, and more adapted for the improved state of farming, by the means given to obtain the various improvements of the age, yet the cost becomes a heavy tax upon the landlords. The benefit per acre to the land varies greatly according to the nature of the country through which the railways run, and the facilities by roads to the stations. Arable and stock farms combined are worth 2*s.* 6*d.* per acre more on an average in good districts. I send you three schedules of queries replied to; the time would not permit of going into it fully, nor my time either.

Yours, &c.

Messrs. W. & B. Woodman, (signed) *James J. Beattie.*
Solicitors, Morpeth.

P.S.—I omitted to mention that there are extensive fir wood plantations in this county, many of which now realise large value in consequence of railways running near them. The timber could not be transported to any profit previously.

Gentlemen, Greystoke, 28 February 1863.

Your letter, and a package of queries, have just come to my hands, it is impossible, therefore, to "return the replies to you by Saturday the 28th instant at latest," as this is the day; I must consequently content myself with merely acknowledging your letter, and observing, that the fact of railways benefiting an agricultural district is indisputable. I am the agent on a large estate here, and our rents have gone up ever since the opening of the Lancaster and Carlisle Railway. The district is purely agricultural. Formerly our fat stock had to be driven 100 miles to the market at Manchester, at a great expense, and at a great loss of weight; they are now taken away in a few hours. We could get no extraneous manuring substances, and the land was poor; now we get and use immense quantities, to the great profit of the farmer.

The expense of procuring seed corn from a distance formerly precluded its adoption; now the bulk of the seed is brought from the Lothians, Fifeshire, Perthshire, and Aberdeenshire; when these facilities are given, other improvements follow. Draining progresses; better cultivation takes place, and sterile tracts are made productive.

I have not time to say more, as I am just about leaving home.

Yours, &c.

Messrs. W. & B. Woodman. (signed) *John Barker.*

Gentlemen, Chapelton by Ardrossan, 2 March 1863.

I beg to wait upon you with the accompanying schedule, and in answer to the circular which I received from you, I beg to state, that no one can be more fully convinced of the advantages to be derived from railway communication than the writer.

I may state that in this immediate locality, the value of land has risen since the opening of the Glasgow and South Western Railway to Ardrossan, on the various farms which have fallen out of lease since, from 20 to 40 per cent.; and that it has, in a great measure, changed the system of cropping, in consequence of the facilities which railway communication give to green cropping husbandry.

In illustration of this, I may mention that a friend of mine, who has, for some time past, been extensively engaged in the growing and purchasing of potatoes, has, in many cases, found his best market in England; and that in the year 1859–60, he sent to the Birmingham and the Midland districts of England upwards of 800 tons by rail. The same party had occasion to ship 1,000 tons that same season, where he had not a railway, and found it attended with great loss, from heating on board the vessel, and damage from salt water.

Appendix.

If the proprietors and occupiers of land in Northumberland are to be benefited to the same extent as the forenamed classes have been in Ayrshire, by the construction of the Glasgow and South Western Railway, they ought to leave no stone unturned to accomplish the end they have in view.

In consequence of the limited time that you allowed me to return an answer, I have not been enabled to get the other schedules filled up by my neighbours as yet.

I am, &c.

Messrs. W. & B. Woodman, (signed) *David Cuninghame.*
Morpeth, Northumberland.

Dear Sir, Dean Cottage, Bolton, 3 March 1863.

I BEG to apologise for not answering your letter before this time, but my object in delaying has been to endeavour to get you any little information I could with respect to the benefit of railways to districts through which they pass, and I am sorry I can only speak generally, without giving you details as much as I could have wished. With respect to Lancashire, which I have known above 20 years—and when I first knew it there were only two or three railways in the whole county—now I may say every town, amounting to about 40, has the benefit of one or two, or in many cases, three or four lines. The effect has been to extend trade in a wonderful way, and to nearly double the population in the neighbourhood of towns; land has been doubled in price, and, in many cases, much more; over many parts of the country it has risen 30 to 40 per cent.; the effect on watering places, or other healthy spots in the neighbourhood of stations (such as Rothbury for instance), has been most striking. The first place I lived at, when I came to the county in 1840, was Southport, a bathing place on the west coast, and, as I was engaged on a survey of the district, I had a good opportunity of seeing the country; no railways near it, only an old coach or donkey carts to travel by; the village of Southport (as it was then called) contained one street and a few back lanes, and the neighbourhood was mostly a barren waste: now, since railways have been made, the town has many splendid streets and detached mansions, villas, &c., and is four times the size. I should say land for building purposes has increased 200 per cent., and on each side of the railways large tracts of country have been cultivated from the mossland, and now supply the best potatoes, &c. in Lancashire, manure being brought upon the ground by the rail from towns at a considerable distance. I may say the same of Blackpool and Fleetwood, on the same coast; indeed more of the latter, as, before the railway connected it with other towns, it only contained a few miserable huts, and could not be called a village, and now it is a flourishing seaport town; the land before was worth little or nothing, and only kept rabbits, but I find it now at the ordinary price of town land. An estate I am agent for in this neighbourhood is worth at least 75,000 *l.* more than it was 15 years ago; before the district had the benefit of railways, it did not increase anything in value for a number of years.

I was at a sale of property, about eight or ten miles from Preston, a short time ago; there were several lots of farming land sold, and amongst them were two little farms, convenient to the railway station, and suitable for building; the valuation of the two together was about 10,000 *l.*, and the rent they were let at was only $2\frac{3}{4}$ per cent. upon that amount; they were sold at a little above 20,000 *l.*; the purchaser being determined to have land in the country, near a railway, to build upon. This was in an agricultural district. In Cheshire, we have the same result; land everywhere improved, and much increased in value. Alderley Edge, in that county, a wild and romantic district, with scarcely a house near it when I first knew it, is getting part covered with villas and other good houses, since it became within railway reach. In another part of the county, in an extensive agricultural district, a town with many thousands of inhabitants has sprung up, where before railway times stood a solitary farmhouse. In Wales, all along the coast from Chester to Holyhead, there is a wonderful increase in the price of land since the line was opened. The low price at which your line can be made ought to make its success certain.

I am, &c.

B. Woodman, Esq. (signed) *J. Drysdale.*

Gentlemen, Osbleston by Fochabers, 2 March 1863.

I HAVE had much pleasure in answering the inquiries you sent to me, regarding the benefits to be derived from the opening of a railway, and which I have endeavoured to do as concisely as possible. In doing so, I may mention that my answers are based upon experience, and that on lately taking a renewal of my lease here, from the Duke of Richmond, I calculated upon those advantages which I have detailed; otherwise, I would not have agreed to give the increase of rent I have done.

I am, &c.

Messrs. W. & B. Woodman. (signed) *James Geddes.*

Appendix.

Sir, Drumbain by Rathes, 2 March 1863.

In answering the enclosed queries, I cannot help saying that it occurs to us your queries have untouched one of the most important points connected with the advantages which railway communication invariably confers upon landed proprietors in particular, and, in a national point of view, upon the community generally—I allude to the vast impulse which it gives to the spirit of improvement in every department of agricultural life; and the more distant localities are from the sea, before they are favoured with railways, their value is the more increased, and the railway influence the more directly apparent: drainage and improvement immediately commence; superior house accommodation; farm fencing; superior culture of land; a larger breadth of potato and turnip crops are laid down, and cattle and sheep feeding immediately follow, where no such thing existed before, except to supply scanty local wants and necessities, for the obvious reason that really fat sheep and cattle could not be either driven or carried to market but at a great sacrifice.

Our own example is what occurs around us, only it may be in many cases smaller in degree. When we were certain that railway communication would come near to us, we proceeded vigorously, and improved (from moor ground not worth 2*s.* 6*d.* per acre) 120 acres, all now stone-fenced, and under the highest cultivation: and we offered the proprietor, if he would extend our lease for 19 years additional, to increase our improvements to 400 acres, and which would have added at least 8,000*l.* to the value of his estate. From the farm as it now is, we send fat cattle (prime Scotch) and sheep regularly to the London and Edinburgh markets, whereas at the commencement of our lease, if we fed an ox or sheep well, they could not walk to the nearest seaport, only 16 miles distant, so that we had to cart them to the steamers, or to the county town, Elgin, in the same way. In that, no one can calculate the importance of the introduction of railway communication to places far removed from the sea, or other means of conveyance. In many localities in the interior of the country, a reasonable rent is actually lost in transporting the produce 60 or 70 miles to market, and which proves a great discouragement to enterprise of every kind; the time lost rendering it impossible that much, if anything, can be accomplished.

We are, &c.,

W. & B. Woodman, Esqs., Solicitors, Morpeth. (signed) *J. & J. Grant.*

P. S.—We sent a map, in which you will see the Inverness and Aberdeen Junction Railway, the Great North Railway, and the Morayshire Railway.

J. & J. Grant.

Sir, King's Lynn, Norfolk, 27 February 1863.

Your letter of the 25th instant reached me last evening, and in the last paragraph of it, you ask me to favour you with a reply not later than the 28th instant, which is to-morrow, and as I shall be from home then, I reply to it to-day.

With reference to your queries, there cannot be a doubt but that a railway going through a district is a great boon to many of the farms, particularly those which are situated 20 miles from the merchants' granaries, which receive their corn, and take oil-cake, guano, &c., back, and there are several instances of that between Lynn and Norwich, prior to the construction of railways, and I will mention one.

Mr. John Hastings, a friend of mine, who occupies 1,200 acres of land, which is situated 21 miles from Lynn, and 21 miles from Norwich, was formerly obliged to cart a greater part of his grain that distance: a railway was made within two miles of his house, and he can deliver ten times the quantity he did before in the same time, and can bring back his oil-cake and artificial manures at one-tenth of the expense; he can also put upon the train his fat bullocks and sheep, and can watch the markets to send them off, when an opportunity offers itself, when there is a rise in the London meat markets.

Some tenants are allowed to sell hay off their farms, and purchase artificial manures with the sum realised, and, by means of railway communication, hay and clover will be sent to London and other markets, which will pay better than consuming them upon the farms.

There are also great facilities given by railways for obtaining at a reasonable rate draining tiles, and also for the transmission of bricks, timber, &c., for agricultural buildings, which, to my knowledge in some counties, is a very heavy matter.

From my experience, I have no hesitation in stating, and will prove it before any tribunal, that a farm within a short distance of a railway will fetch a higher rent than one which is quite away from a railway.

In the neighbourhood of Lynn, both arable and grass lands are commanding higher rents than they did prior to the formation of railways, and I will give you one instance of my own.

About ten years ago, I purchased 250 acres of grass land, which was let for 429*l.* per annum, and since that time I have underdrained it, and now it lets for 612*l.* per annum, a portion of which increase I attribute to the drainage improvement, and the other portion to a greater demand for grass land by cattle dealers, who are induced to attend Lynn market, and who did not come till they could travel by the railway.

Appendix.

A few years ago the greater part of the Holkham Estate, belonging to the Earl of Leicester, was very badly situated for railway accommodation, and being at that time professionally engaged by his Lordship, I took a very active part in getting a line started from Fakenham to Wells, which runs through the Holkham Estate, and with the view of encouraging it, his Lordship took 10,000 *l.* of shares, and a line was made, and the tenants on both sides of it consider it a wonderful accommodation to them; and to show you to what extent the accommodation is, I would state that a short time ago I was travelling in a railway carriage with one of the principal tenants, and he informed me that the railway company was getting an Act to raise the carriage of bullocks and sheep from his station to the London markets, and that the alteration alone would make a difference of 300 *l.* a year to him, and he went up to London and opposed the Bill, and gave evidence to that effect before the House of Commons.

With regard to the printed forms which you have sent me, I have no doubt I could get some very intelligent farmers who occupy a thousand acres of land to fill up, and sign them, but it is impossible for me to do it by the 28th instant, as requested by you, as the difficulty is, getting at these people, and explaining the matter to them, as they live from 20 to 30 miles from here, and wide of each other, and I have no means of getting at them, except by taking a special journey; and as I would not incur that expense without hearing from you again, I shall feel obliged if you will inform me whether you consider this letter sufficient, or whether you wish me to take any further steps in the matter.

Messrs. W. B. Woodman,
Morpeth.

Yours, &c.
(signed) *W. D. Harding.*

Gentlemen,

Woodside by Elgin, 2 March 1863.

I HAVE to acknowledge receipt of your communication of the 26th ultimo, and of the accompanying lists of queries as to the effect of railway communication on the value of the lands adjacent thereto, and I enclose herewith lists filled up by the following gentlemen, viz.:—James Geddes, Esq., tenant of Orbleston, Secretary of the Morayshire Farmers' Club, and official assessor for the county of Elgin; Alexander Lawson, Esq., tenant of the farms of Oldmills and Morriston, and factor or land agent in the county for the Earl of Fife; Messrs. John and James Grant, tenants of Drumbain (Mr. James Grant being provost or chief magistrate for Elgin), and David Forsyth, Esq., joint tenant of Langmorn, and joint agent in Elgin for the Royal Bank of Scotland. These gentlemen have all had experience of farming, with and without railway communication, and are in every way qualified to give a sound opinion on the subject you refer to. I have not filled up a schedule myself, as the land occupied by me does not extend to much more than 100 acres, and is farmed more as an adjunct to my residence than with a view to mercantile profit.

With regard to my own views, I have to explain that I have followed the profession of land surveyor and land valuator for upwards of 20 years, and have in both these capacities been very extensively employed in the counties of Aberdeen, Banff, Elgin, Nairn, Inverness, Ross, and Caithness, into all of which counties, with the exception of the last, railway communication has been introduced since I commenced the practice of my profession, and, in consequence, I have a good practical knowledge of the changes effected by opening up the country with railways, and I am certain that in all instances the formation of railways has improved the value of the lands in the country through which the line passes, and where railway communication is accessible, I have invariably found the land letting for a higher rent than I anticipated, and the increase has been most remarkable in the inland districts, which I attribute to the augmented facilities given for the conveyance of stock to the great markets; the enhanced price received for fat stock so conveyed to market, unexhausted by a long land or sea journey; the influx of dealers from a distance to purchase at the local markets; the opening up of a variety of local markets, and the cheap and ready conveyance of grain, potatoes, and all other farm produce, and of manures, lime, &c., for the use of the farm, and which, on a large farm, diminishes the extent of horse-power required. In the case of the proximity of towns, opportunities are created for dairy farming, which previously did not and could not exist. While thus benefiting the tenant, and yielding the proprietor an increased rental, I have always found that the landlord derives other benefits, and that the estates are permanently and greatly improved wherever a railway passes; the formation of a railway always giving a great impetus to agricultural improvement, leading to superior modes of culture, more careful and scientific farming, and the reclamation of extensive tracts of land previously barren or lying neglected, but the produce of which the increased communication afforded by the railway renders of value.

As my observations on the advantages of railways applies to my experience of several counties, comprehending every diversity of soil and situation, I cannot, of course, give the exact increase of the value of the land, but in my opinion the proximity of a railway increases the annual value from 2 *s.* 6 *d.* to 5 *s.* per acre, according to the situation of the farm, its size, and the character of its soil.

I am, &c.
(signed) *P. MacBey.*

Messrs. W. & B. Woodman,
Solicitors, Morpeth.

Crosshill House, West Kilbride,
Gentlemen, 3 March 1863.

Mr. D. Cunningham, of Chapelton, has handed me the annexed form, and given me a reading of the circular you addressed to him, referring to the construction of a railway in Northumberland. As you will perceive from this Schedule, my experience in the farm therein referred to is very limited, but having had 18 years' experience in the cultivation of a farm in this parish (West Kilbride), I can speak with confidence as to the benefits derived from railway communication, as a portion of the time referred to was before railway communication was opened to Ardrossan. Since the railway was opened, the value of land has been augmented to an unexpected extent. As an instance, the rent of the farm which I held was 193 *l.*; the tenant who succeeded me pays 300 *l.*; and this is by no means a solitary instance, as several farms have increased in value to a still greater extent. Since I left the farm alluded to, my attention has been chiefly confined to the growing and purchasing of potatoes, and I may state a fact showing the great value of railway communication. On the farm of Yonderfields, I sent the produce of 68 acres almost entirely by railway to Birmingham and the neighbourhood, on which carriage to the amount of upwards of 600 *l.* was paid, whilst the whole rental of the farm was only 279 *l.*, and the extent 184 acres. If this farm was coming into the market at present, it would bring at least 400 *l.*, and the rental prior to the opening of the railway was 150 *l.*

Further, the opening of railways has enabled farmers in this and many other districts to adopt a course of green cropping, almost unknown prior to the facilities afforded for transport by railway, thus giving to the British farmer the means of paying rent from bulbous-root crops, a species of produce which is not exposed to the same amount of foreign competition, and, in short, enables the farmer to reach the best markets in the kingdom for anything he has to sell.

I am, &c.
Messrs. W. & B. Woodman, (signed) *Hugh Muir.*
Solicitors, Morpeth.

Dear Sir, Craigend, Dumfries, 28 February 1863.

As I have had a good deal to do with our local railways and seen the effect of them, I may state that the benefit that the land in the more remote parts of Dumfriesshire, the Stewartry of Kirkcudbright, and Wigtownshire has derived has been very great, and has benefited all parts of them. The improvement that has taken place by draining, liming, and the application of artificial manures, could not have been effected had no railways been carried through these districts, and since they were opened the land has greatly increased in value. In the inland parts of these counties, there are now both sheep and cattle fed fat for the butcher that was not so before, having now the benefit of railway stations at hand to send the stock from, to Edinburgh, Glasgow, Newcastle, Manchester, Liverpool, and London, or to any other great consuming mart they find best, and at which they find a good demand and a quick return for the stock sent, as well as for all other farm produce that was not to be got before for want of railway transit out of the district.

I have no doubt but a railway through the centre of the county of Northumberland, where it is much wanted, will make as great an improvement in the value of the land, both to proprietors and tenants as to any district through which a railway could be carried, by enabling the land to be improved in the most beneficial manner, and make the cultivation of it remunerative by opening up facilities for disposing of all kinds of farm stock and produce, and procuring what is wanted for the land, and be a benefit to other districts by increased outlets for traffic.

I am, &c.
Messrs. W. & B. Woodman, (signed) *Jas. W. Paterson,*
Solicitors, Morpeth. Land Valuator and Drainage Inspector.

Gentlemen, Westside House, 3 March 1863.

In reply to your letter respecting the construction of a railway through the centre of the county of Northumberland, I have great pleasure in stating my conviction of the great advantages which are conferred upon any agricultural district by the opening out of railway communication; and the answers I have given to the list of queries which you forwarded to me (and which I now return) embody in a condensed form anything I can say on the subject.

There can, I think, in the present day, be no doubt that an agricultural district deprived of the advantages of railway communication can no more keep pace with other districts possessing those advantages, than a mineral or manufacturing district can; and I think this applies forcibly in the case of central Northumberland, where great improvements are required to develop the resources of the district, which is generally in a very backward condition.

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Draining, the first step in the way of improvement, may be executed by labour and materials on the spot; but the improved agricultural implements, the artificial manures, and other appliances necessary, have all to be brought from a distance, which none but railway transit could bring, at a sufficiently low cost; and by means of railway communication, cattle of the most suitable kind can be procured wherever they are to be found for the consumption of the crops, and when fattened, sent to the best markets, whatever the distance may be.

In the sale of the produce of the farm generally, a great annual saving is effected where there is convenient railway communication. The carting of corn and other produce is a most serious expense, and in the case of central Northumberland it applies most strongly, and I think the formation of a railway cannot fail to enhance the value of property in the districts through which it passes; in my experience the formation of a railway has invariably considerably increased the value of property in the district traversed by it.

I am, &c.
(signed) *Edward Scarth.*

Messrs. W. & B. Woodman,
Solicitors, Morpeth.

Peterhead, 3 March 1863.

Gentlemen,

I HAD your favour of 26th ultimo, and accompanying queries, which I beg to return answered, in so far as applicable to myself. I also enclose answers from Provost Alexander, of Peterhead, who is not only proprietor, but also farms part of his lands himself; Mr. Paul, of Newseat, who is also a practical farmer; and Mr. Cruden, farmer and bank agent, in the parish of Old Deer.

I am employed as a land agent, valuator and surveyor, chiefly in this county (Aberdeen), and thus have had an opportunity of judging of the effect which railway communication has produced, and as such, as well as a small landowner and farmer, I may give you, generally, my opinion:—

1. I am of opinion that railway communication has been of great advantage to landward districts of the country situated at a greater distance than seven miles from a seaport town; and taking the average rent of arable land in this county, situated at this distance, at from 20*s.* to 25*s.* per acre, I am of opinion that all lands within say four miles of a railway station have been increased in value from 5*s.* to 7*s.* 6*d.* per acre. I mean such arable and stock farms as are generally met with in the county of Aberdeen.

2. I am of opinion that arable lands in the county of Aberdeen, situated within seven miles of a seaport town, have not been so much improved or increased in value by railway communication, in so far as grain crops are concerned, but in respect of cattle or stock a certain increased value has been obtained, from a more ready and expeditious transit having been provided. Since railway communication was established, our district markets have been much more numerously attended by dealers and others, and in consequence we have had more competition and better prices. I believe nothing has tended so much as railways to equalise prices all over the kingdom, and to keep up and raise the prices of farm stock of all kinds. Without, therefore, taking into account lands in the immediate vicinity of large cities or towns, but, say, farms between seven and two miles from a seaport town, I am of opinion that the value of the land in such situations has been raised from 2*s.* 6*d.* to 5*s.* per acre. In such a county as Aberdeen the facilities afforded by railways of obtaining manures of every description, as well as building materials for farm steadings, must also add materially to the value of land.

Although it may not be useful for your present purpose, I may mention, as an illustration of the value of railways, that I have a fishing village of considerable extent on my property, and that, previous to the opening of the Formartine and Buchan Railway, cod fish were sold to the curers at 6½*d.* each, whereas now they are readily sought after at 1*s.* 2*d.* each, being a rise of more than 100 per cent.

If I can be of any further use to you in forwarding your views, I shall be most ready to give you all the information I can, or even to give evidence, if necessary.

I may mention that when the Formartine and Buchan Railway was before Parliament, I gave evidence both before the House of Commons and Lords. We had a rival coast side line, or partly coast side, but the preference was ultimately given to the inland route. Messrs. Alexander and Paul also gave evidence in Parliament.

I am, &c.,
(signed) *Geo. Whyte.*

Messrs. W. & B. Woodman,
Solicitors, Morpeth.

ANSWERS of Mr. *William Alexander*, Provost of Peterhead.

County of Aberdeen, Parish of Peterhead.—Formartine and Buchan Railway.

1.—Whitehill and Springhill.
2.—280 acres.
3.—Both.
4.—19 years.
5.—About two miles from Whitehill and three miles from Springhill.
6.—Opened

6.—Opened through to Peterhead, in July last, where my station is. As well as occupier, I am also proprietor of the above property.
7.—The station being at Peterhead affords me an opportunity of sending my cattle and grain to distant markets, where the prices rule generally higher.
8.—It has improved the district markets, by affording facilities for the transmission of manures, cattle, grain, &c.
9.—At least 10*s.* an acre on Springhill, and 5*s.* on Whitehill.

ANSWERS of Mr. *R. Blackadder*, pro Mr. *James Lund.*

County of Forfar, Parish of Newtyle.—Dundee and Newtyle Railway.

1.—Home Farm of Belmont.
2.—144 Scotch acres.
3.—Arable.
4.—12 years.
5.—Half a mile.
6.—Open all the tenancy.
7.—It equalizes the price of grain and stock of the country to those obtained in the neighbourhood of towns by lessening the cost of conveyance.
8.—Ditto - - ditto.
9.—14*s.* per acre.

ANSWERS of Mr. *John Craig.*

County of Ayr, Parish of Maybole.—The Maybole and South Western Railway.

1.—Drumshang.
2.—1,121 acres.
3.—Both.
4.—Eight years.
5.—Five miles.
6.—The railway has been opened during the whole of my tenancy.
7.—The carriage is less on all farm produce.
8.—The railway enables us to take our stock to any market we think best.
9.—About 3*s.* per acre.

ANSWERS of Mr. *Anthony Cruickshank.*

County of Aberdeen, Parish of Fintray.—Formartine and Buchan Railway, a Branch of the "Great North of Scotland."

1.—Sittington and Chyne.
2.—500 acres.
3.—Both arable and stock.
4.—26 years.
5.—Three miles.
6.—The railway has been opened for 18 months.
7.—The conveyance of lime, artificial manures, seeds, &c.
8.—The conveyance of live stock to and from all parts, with little deterioration, and the facility railways afford to purchasers of stock from all parts of the world, places the most remote farmer on an equality with those in more favoured situations, provided always a railway station is within one or two miles of the farm.
9.—An average of 2*s.* per acre.

ANSWERS of Mr. *Colin Christison.*

County of Wigtown, Parish of Kirkinner.—Portpatrick Railway.

1.—Barglass.
2.—140 imperial acres.
3.—All arable.
4.—28 years.
5.—10 miles from Newtonstewart, and nine miles from Kirkcowan.
6.—The line was opened two years ago from Stranraer to Castle Douglas, and it was opened from Stranraer to Portpatrick about six months ago, but the harbour works are not yet completed; therefore the country cannot have the full benefit, not having, as yet, the communication to Donaghadee.
7.—The benefit of a railway station, even at the distance of 10 miles, is very considerable, but far more so if it were within five or six miles. It facilitates the obtaining of manure of all kinds, and for sending grain, cattle, &c., to the best markets;

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markets; it also facilitates the grain, cattle dealers, &c. &c., for the transaction of business at markets, and otherwise.

8.—The very same as No. 7.

9.—Cannot answer this query exactly, but although we have only had a short trial of our railway here, we find a great benefit, particularly so by the opposition from rail and water communication, having many ports near us where steamers ply regularly to and from our ports for conveying all sorts of farm produce, &c. &c., therefore must raise the value of the land to the proprietor, even 10 miles from a station, at least 10 per cent., and more so if nearer to a station.

ANSWERS of Mr. *James Cumming*.

County of Wigtown, Parish of Machrum.—Portpatrick Railway.

1.—Airlour and part of Doury.
2.—125.
3.—Wholly arable.
4.—Upwards of 20 years.
5.—12 to 13 miles.
6.—The railway was partially opened about two years ago from Stranraer to Castle-douglas. It was opened from Stranraer to Portpatrick last year, but the harbour works at Portpatrick are not completed, and, until that is done, the country will not derive full benefit from the railway.
7.—The benefits of the railway to the arable land within six miles of a station are very great; it affords facilities for obtaining lime, coal, draining tiles, slate, brick, seed, corn, &c., and cattle and sheep for feeding; it affords ready means of sending cattle and sheep to the best markets, and offers the like advantages for the marketing of grain, potatoes, turnips, mangold wurtzel, carrots, &c.
8.—Answered in No. 7. It affords great facility to cattle, sheep, pig and grain dealers, for the transaction of business at markets in Wigtownshire and in other counties.
9.—We have not had sufficient experience of the advantages of our railway to enable one to give a dogmatic answer to this question, but I am inclined to think it will add one-tenth to the value of all land within six miles of the line; it will also enhance the value of land at a greater distance, but in a less degree. Wigtownshire is deeply indented with the Bays of Wigtown, Luce, and Lochryan, from all of which there is regular steamboat communication with Liverpool, Belfast, and Glasgow. The advantages which this communication has realized are very great, and the competition between the railway and the steamers will secure still greater benefit to the landholders.

ANSWERS of Mr. *D. Cruden*, J.P., Farmer and Bank Agent.

County of Aberdeen, Parish of Old Deer.—Formartine and Buchan Railway.

1.—Brae of Biffie.
2.—165 acres.
3.—Both arable and stock farm.
4.—Since Whitsunday 1858.
5.—2½ miles.
6.—Opened 1851.
7.—5*s.* per acre or thereabout.
8.—It has improved our cattle markets very much, and gives a higher range of prices.
9.—5*s.* per acre.

ANSWERS of Mr. *David Cuninghame*.

County of Ayr, Parish of West Kilbride.—Glasgow and South Western Railway, Station at Ardrossan.

1.—Chapelton and Third-mailling.
2.—280 statute acres.
3.—Nearly all arable.
4.—36 years.
5.—3½ miles.
6.—Line was opened in 1840.
7.—The produce, by means of railway communication, can be taken to the most advantageous markets in the kingdom, and thus, for such crops as potatoes, it has been of a most important character.
9.—This is a question not easily estimated, but the depreciation would not be less than 25 per cent. on the rental.

ANSWERS of Mr. *David Dickson.*

County of Forfar, Parish of Logie Pert.—Scottish North Eastern Railway.

1.—Pert.
2.—570 acres.
3.—Arable.
4.—Five years.
5.—2½ miles.
6.—During the whole of my tenancy.
7.—Certainly not less than 2*s.* per acre.
9.—About 57*l.* per annum.

ANSWERS of Mr. *David Dickson.*

County of Kincardine, Parish of Laurencekirk.—Scottish North Eastern Railway.

1.—Spurryhillock.
2.—260 acres.
3.—Arable.
4.—Upwards of 20 years.
5.—There is a station upon the farm.
6.—The line was first opened in 1849.
7.—I should say not less than 2*s.* 6*d.* per acre.
9.—About 32*l.* 10*s.* per annum.

ANSWERS of Mr. *J. H. Faint.*

County of York, Parish of Kirby Wiske.—North Eastern Railway.

1.—Manor House.
2.—414 acres.
3.—Both.
4.—18 years.
5.—One mile, with a good siding upon the farm close to the premises.
6.—The whole.
7.—By having lime, coal, bones, &c., delivered at the siding, which is a saving of six miles each cart load, and by being able to send away the produce of the farm from the siding.
8.—By being able to send the fatted stock to any part of the kingdom without the animals losing any flesh by driving, and by obtaining the best markets.
9.—5*s.*

ANSWERS of Mr. *David Forsyth*, Joint Tenant of Langmorn, and Joint Agent of the Branch in Elgin of the Royal Bank of Scotland.

County of Elgin, Parish of Elgin.—Morayshire Railway.

1.—Langmorn.
2.—300 acres arable, and 100 pasture.
3.—Arable and stock.
4.—The farm has been in the family for centuries. My interest began in 1858.
5.—There is a railway station on the farm.
6.—The railway was opened through the farm in 1862, at least we only then got the benefit of it by the erection of the station.
7.—We save carriage of manure to the farm, and carriage of grain, potatoes and other produce from the farm. During this last year, and since the Rothes direct line of the Morayshire Railway was opened, the farm has been fully easier worked with eight horses than it formerly was with 11 horses. Besides, the railway gives us easy communication with the southern markets, and this is of very great consequence, and makes us quite independent of local dealers.
8.—These are very great. The railways give facilities to the southern dealers, who now purchase the greater part of our young stock; but the great benefit lies in this, that before the railways we had very insufficient means of sending our fat cattle to the southern markets, while now we get the benefit of the London market for a carriage of 25*s.* for an ox, and 3*s.* for a sheep or pig. We are now thoroughly independent of our local markets. At any time when we have fat stock ready, we have only to send them to London, by railway to Aberdeen, and steamer to London.
9.—5*s.* per acre.

Appendix.

ANSWERS of Mr. *James Geddes.*

County of Elgin, N. B., Parish of Speymouth.—Inverness and Aberdeen Junction Railway.

1.—Orbliston, near Fochabers, N. B.
2.—About 1,000 acres.
3.—Four-fifths arable, and the remainder pasture.
4.—Nearly 30 years.
5.—The station is on the farm.
6.—The line has been opened for more than four years.
7.—Home delivery of grain, root crops, and live stock; importation of all manures, feeding stuffs, and bringing purchasers for all farm produce. Giving every facility for the buying and selling over a much larger district than formerly. Greater economy of time in management, besides innumerable conveniences which can hardly be detailed.
8.—The benefits to a stock farm are the importations of smearing and other material; the exportation of wool, and, if desirable, the conveyance of lean stock and dairy produce; besides the general facility for conducting the business and bringing purchasers for the produce.
9.—From 3 *s.* to 4 *s.*

ANSWERS of Messrs. *J. & J. Grant.*

County of Elgin, Parishes of Rothes and Dundercas (united).—Morayshire Railway.

1.—Drumbain and Auchinroath.
2.—500 arable, and upwards of 1,000 acres pasture.
3.—Both.
4.—18 years.
5.—Half-a-mile.
6.—First portion, from the seaport of Lossiemouth to the city of Elgin, opened in 1852. Second portion, an extension from Elgin to Rothes and Craig Ellachie (in connexion with the Inverness and Aberdeen Junction Railway), opened in December 1858, the junction line having been opened at the same time. The direct and independent line from Elgin to Rother opened 1 January 1862.
7.—The benefits to arable land from railway communication are obvious and important, particularly where the land is at a distance from the sea or from large cities, where all the farm produce can be disposed of to the best advantage. Every mile of cartage upon the disposable produce of a farm, as compared with railway rates, is very considerable, and so are the charges of cartage upon everything in the shape of manures, seed, oil cake, and everything else required for a farm in the course of a year. The incidental expenses connected with the management of a farm are also great where no railway is near as compared with what it is where advantage of railways can be had.
8.—The benefits to stock are considerable. The facility with which fat stock can be sent to the best markets, and lean stock, fodder, and feeding substances of all kinds brought to the farm, effect a large saving to the farmer in the course of the year; indeed, highly fed stock cannot be sent off the farm and to market except by railway or by sea unless at great expense and manifest loss from deterioration. Dairy produce is nearly doubled in value in proximity to a railway as compared with what it otherwise would be.
9.—Our farm is 16 miles from the nearest seaport, and 65 miles from Aberdeen. These were our ports of exportation and importation; and we estimate the value of our arable land now at 5 *s.* per acre, at least, more than it would be had we no railways.

ANSWERS of Mr. *Alexander Lawson.*

County of Elgin, Parish of Elgin.—Inverness and Aberdeen Junction and Morayshire Railways.

1.—Old Mills and Morristown.
2.—300 acres.
3.—Arable.
4.—Part for 30, and part for 17 years.
5.—1½ mile.
6.—Upwards of four years.
7.—Easy delivery of grain, potatoes, &c., and stock from the farm, and great facility in the cheap carriage of artificial manures, lime, &c.
8.—Facility in getting stock at a cheap rate to near and distant markets, without loss in value or weight, also the benefit derived from the competition caused by the greater influx of dealers.
9.—Three to four shillings an acre.

ANSWERS of Mr. *Alexander MacCaw.*

County of Ayr in Scotland, County of Cumberland in England, Parish of Kirkoswald in Ayrshire, and Brigham in Cumberland.—The Maybole and South Western, Carlisle, Cockermouth and Workington Railway.

1.—Ardlochan and Morriston in Ayrshire, Greysouthen in Cumberland.
2.—About 427 in Scotland, about 500 in England—927 acres.
3.—Both farms are arable, or can be made so.
4.—Part in Scotland since 1823, and all in Scotland since 1843. In England since 25 March 1862.
5.—In Scotland five miles, in England 1¼ mile.
6.—In Scotland, since 1856. In England, previous to my lease there.
7.—I calculated 15 per cent. of additional rent in Scotland, and 20 per cent. in England, on recently arranging for leases.
8.—The rapid conveyance of stock to almost any part of the United Kingdom where the best market may be obtained.
9.—From five to seven shillings per acre.

ANSWERS of Mr. *Alexander Murray*, Farmer of 300 acres, Land Valuator and Surveyor under the Inclosure Commissioners of England and Wales.

County of Aberdeen, Parishes of Ellon, New and Old Deer, &c.—Buchan and Formartine Railway.

1.—As my farm is ten miles from a station, and equidistant from station and shipping ports of Peterhead and Newburgh, I give my opinion of farms in the district of Buchan beside me.
2.—Rearing and feeding of cattle, and growing turnips for winter keep, is the system of farming universally adopted.
3.—Two-fifths of the land in oats, one-fifth in turnips, two-fifths in grass.
5.—I calculate the value within a radius of three miles, and from three to eight miles of a station.
6.—The Buchan and Formartine Railway has been opened 1¾ year.
7.—Transport of grain, guano, bonedust, cake, lime, coal, wood, are considerably reduced.
8.—The fat cattle sent to London, our chief market, yield 3*l.* per head more since railway communication has been opened to London. Our cattle dealers attending the markets are three times the number, and we command five times the distance to obtain lean stock. It is considered that since the opening of our local railway, we get 1*l.* more for each fat ox.
9.—I consider that land within three miles of a station is worth 5*s.* 6*d.* per acre, and land from three to eight miles from a station 3*s.* 6*d.* per acre, of more value since railway communication has been obtained.

ANSWERS of Mr. *Hugh Muir.*

County of Kirkcudbright, Parish of Kirkbean.—Glasgow and South Western Railway, Castle Douglas Branch, Southwick Station.

1.—Gillfoot.
2.—600 statute acres.
3.—Partly arable and partly stock.
4.—One year.
5.—Eight miles of a hilly road.
6.—During the whole.
7.—The benefits are considerable, but would be greater were the station nearer.
8.—The benefits to a stock farm are not so great as to one that is arable, but still of great value.
9.—In consequence of improvements and the railway, this farm is let at an increased rent of 90*l.*; the former tenant paying 210*l.*, the present rent 300*l.* One-half of this increase I ascribe to railway accommodation.

ANSWERS of Mr. *Jas. W. Paterson.*

County of Dumfries, Parish of Dumfries.—Glasgow and South Western, Caledonian, and Lockerby and Dumfries Junction with both, to be opened in June 1863; Castle Douglas and Dumfries, and Portpatrick from it, and Kirkudbright Railway, to be opened in 1863 from Castle Douglas.

1.—Craigend of Craigs.
2.—170 acres arable, 130 moss pasture; 300 acres.
3.—Arable, cattle and sheep.
4.—Five years in this farm.

 5.—2½ miles

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5.—2½ miles from the general station at Dumfries for railways north, south, east, and west.
6.—Open during all my time in this farm.
7.—Arable farms have the benefit of command of markets for grain and potatoes, and all farm produce, fat cattle, and sheep and pigs, in a district where there is not consumption at home for the produce of the district; and procuring drain tiles, coals, and lime where these are not produced; and by having all kinds of artificial manures and feeding stuffs delivered conveniently from the best markets.
8.—Stock or sheep farms that cannot turn off fat stock of themselves, derive benefit by the facilities of sending lean stock to the markets where they are most wanted, and sending off the wool; and the value of the stock is enhanced by the command of markets given to those who buy them from the breeders, by railways taking them to the consuming districts when made fat.
9.—As this district has also a sea outlet, and a good consumption in the district, the loss would not be so much as in other and remoter parts of the county; but if deprived of railway accommodation, it would not be less than 5*s.* per acre annually.

ANSWERS of Mr. *Andrew Paterson*

County of Haddingtonshire, Parish of Aberlady.—North British Railway.

1.—Ballinsruff Mains.
2.—343 Scotch acres.
3.—Arable.
4.—Nine years.
5.—Two miles.
6.—Yes.
7.—It enables me to send my produce to the best markets, and at a much less expense than if I had to cart it.
8.—None.
9.—I think the land would be from 15*s.* to 20*s.* less in value.

ANSWERS of Mr. *George Paul*, J. P., and Proprietor of the Farms.

County of Aberdeen, Parish of Peterhead.—Formartine and Buchan Railway.

1.—Newseat and Glendaveny.
2.—320 acres.
3.—Both.
4.—25 years.
5.—Station on the farm at present for passenger traffic, and about to be made for goods.
6.—Opened in July 1862.
7.—The benefit to the farms with a goods station consists of the following, viz., easy disposal of farm produce, by which the labour of the farm will be materially lessened.
8.—The same as above, and will tend to raise prices.
9.—5*s.* per acre.

ANSWERS of Mr. *David Reich.*

County of Forfar, Parish of Glamis.—North Eastern Railway.

1.—Scroggerfield.
2.—115 Scotch acres.
3.—Arable.
4.—Two years.
5.—Three miles.
6.—Open whole tenancy.
7.—It lessens the expense of the disposal of the produce.
9.—My opinion is, 10*s.* per Scotch acre.

ANSWERS of Mr. *Edward Scarth.*

County of Durham, Parish of Staindrop.—Stockton and Darlington Railway.

1.—Westside House Farm.
2.—500 acres.
3.—An arable and stock farm.
4.—19 years.
5.—Two miles.
6.—In 1856.

7.—The railway affords facilities for attending markets for the sale of corn and agricultural produce generally, and for the purchase of seed, corn, &c.; and for the transport of corn when sold, particularly barley and potatoes, which have generally to be sent some distance. It also affords facilities for procuring oil cake, rape cake, guano, salt, and all kinds of artificial manures at a reduced cost; also lime, which from its bulk could not otherwise be obtained at a remunerative cost; and also for obtaining the best agricultural implements.

8.—The railway enables the stock farmer to attend fairs and markets for the purchase of sheep and cattle, at a light cost of time and money; without railway communication distant markets could not be reached, and the farmer would have to content himself with such cattle as his own immediate neighbourhood produces. It also affords great facilities for conveying fat cattle to market with little deterioration in condition, and at a light expense.

9.—I have not made any calculation, but the loss would be considerable.

ANSWERS of Mr. *D. Scroggins.*

County of Kincardine, Parish of Fordoun.—Scottish North Eastern Railway.

1.—Auchcairnie.
2.—418 acres.
3.—Wholly arable.
4.—18 years.
5.—3 ½ miles.
6.—Railway was opened in 1848 or 1849.
7.—The greater part of the produce is delivered at Laurencekirk, the nearest station, instead of having to be carted to Montrose, the nearest seaport town, a distance of 13 miles. I raise a considerable extent of potatoes, and if there had not been a railway in the vicinity, I could not have done so. A potato crop has paid me better than any other for several years.
9.—Not less than 4 *s.* per acre.

ANSWERS of Mr. *Jas. Stoddart.*

County of Aberdeen, Parish of Old Machar.—Formartine and Buchan (Branch of the "Great North of Scotland") Railway.

1.—Airyburn, an estate of Parkhill.
2.—143 arable acres inclosed, and good steading.
3.—Arable farm, with stock.
4.—34 years' lease, expiring 1876.
5.—One mile.
6.—Railway opened two years ago or thereby.
7.—About 2 *s.* 6 *d.* per acre, from the facility of conveyance to and from the farm of manures and produce.
8.—A stock farm, strictly speaking, is not known in this county. The farms are worked on rotations of grain, grass and roots. Part stock and fattening of same.
9.—Say 2 *s.* 6 *d.* per acre, or about 20 *l.* per annum.

ANSWERS of Mr. *Robert Walker.*

County of Kincardine, Parish of Banchory Devenick.—Scottish North Eastern Railway.

1.—Portlethen Mains and others conjoined.
2.—800 acres.
3.—Arable, grain, and stock farm.
4.—About 40 years.
5.—The Portlethen station is in the centre of the farms.
6.—Opened about 13 years ago.
7.—Average of 2 *s.* per acre.
8.—Say 1 *s.* per acre for grain crops, and 1 *s.* per acre for grazings; all being arable, and worked in rotations of grain, grass, and roots.
9.—At least 80 *l.* per annum.

Appendix.

ANSWERS of Mr. *George Whyte*, of Meethill, Land Agent, Valuator and Surveyor.

County of Aberdeen, Parish of Peterhead.—Formartine and Buchan Railway, from Aberdeen to Peterhead, a distance of 45 miles.

1.—Meethill.
2.—151 acres, whereof 132 acres are arable.
3.—Both. A part is let in grass parks for pasture.
4.—Six years; but I have recently let to tenants a part, and have now only 52 acres in my personal occupancy.
5.—About two miles from the station at Peterhead.
6.—It was opened to Martlam, a distance of 36 miles, in 1861, and all the way to Peterhead in July 1862.
7.—In so far as grain is concerned, I do not consider that I have benefited much, as my property is situated only about 1 ½ mile from the seaport town of Peterhead, but in so far as stock or cattle are concerned, I consider that I have derived an advantage, as the markets in the district have been improved in consequence of more rapid and better communication. There is always now a numerous attendance of dealers, and an improved competition, and in consequence better prices.
8.—Better prices. Formerly, cattle purchased for the south were driven to Aberdeen, a distance of 33 miles, whereas they are now sent by rail. Besides, our local butchers are enabled to compete with the Aberdeen fleshers, and have better prices.
9.—I consider it would be deteriorated to the extent of 4 *s.* per acre, the average rent of my estate being rather more than 3 *l.* per acre.

ANSWERS of Mr. *James Wilkin.*

County of Dumfries and County of Lincolnshire, Parish of Dumfries and Parish of Ednam.—Glasgow and North Western, Caledonian, Lancaster and Carlisle and Great Northern Railways.

1.—Tinwald Downs, in Dumfriesshire, and Grimsthorpe, in Lincolnshire.
2.—300 acres in Tinwald Downs, and 1,700 acres in Grimsthorpe.
3.—The former all arable, the latter all grazing.
4.—Tinwald Downs for 45 years, Grimsthorpe for 14 years.
5.—Tinwald Downs is three miles distant from a railway, and Grimsthorpe is only half a mile distant.
6.—The Glasgow and South Western has only been opened about 15 years, which is distant from Tinwald Downs three miles. The Great Northern has been opened about 10 years.
7.—The benefits to the arable land from being near a railway are the carriage of manure of all sorts to the farm, and the taking away of grain and fat stock from the farm.
8.—The benefits to a stock farm from being near a railway are the carriage of all kinds of stock to the farm, and the taking away of all kinds of stock from the farm.
9.—Cannot correctly answer this question, as it is not easy to say what the benefit per acre would be; but I am certain that my Lincolnshire farm must be worth at least 100 *l.* a year more from being conveniently situate to a railway.

2.—RAILWAY NOT CONSTRUCTED.

REPLIES to Queries of the Increased Value which it is supposed will be given to Land by the Proposed Railway.

QUERIES.

1.—What is the name of your Farm?

2.—What is the extent of your Farm?

3.—Is it Arable, Pasture Land, or both?

4.—What is the distance from the nearest Railway Station?

5.—What are the benefits you expect by a Railway communication? Please state these in detail, as to coal, lime, manure, markets for corn, cattle, &c.

6.—What is the increased value, per acre, which a Railway communication will give to the land in your neighbourhood?

Seaton Burn, Newcastle-on-Tyne,
11 March 1863.

Dear Sir,

I have received your letter on the subject of the proposed Central Northumberland Railway, and with it a list of queries to be answered as to the benefits of railway communication, &c., upon land cultivated as arable, grazing or sheep pasture. As I have not at present any farm (my business being purely that of a general land agent), I will not attempt to fill up answers to the queries put in the paper alluded to, but to give you my sentiments upon the advantages of railway communication to the occupation of land generally.

My daily occupation in making valuations of estates for sale or purchase, or of farms for letting, leads me almost constantly to observe and calculate upon the advantage or disadvantage of situation, and especially as to the mode of transit for live and dead stock, or in obtaining lime, manure, &c. This of course regulates the price to some extent at which estates and farms may be valued either for sale or for letting. A Railway at the present day is looked upon as essential in any agricultural district, and that through which the proposed Central Line passes after leaving Rothbury, northwards, is singularly deficient, though one of the most fertile districts in England. I have no hesitation, therefore, in saying, that in an agricultural point of view, combined with other advantages to occupation, the proposed Railway will enhance the value of lands on each side of its course for a considerable distance.

1st. By lime, guano, and manures being more readily and more cheaply obtained; and,

2d. By the produce of the farms being more easily and more cheaply conveyed to the best markets, and by lessening the expenses of keeping so many men and horses for the carriage of manures to and produce from lands. It is difficult to arrive at any defined calculation of these benefits, but on a farm containing 350 to 400 acres of arable land of the value of 30*s.* per acre, situated within two miles of a railway station (in comparison to its being situated 12 or 14 miles from one), would be enhanced in value 3*s.* or 4*s.* per acre, and the grazing land belonging to the same from 1*s.* per acre.

Highland sheep farms would be much less benefited, though no doubt an advantage would be obtained, especially if game was plentiful upon them, and the shooting of value.

I am glad to find the Bill for the intended Central Northumberland Railway leaves the rating of property optional upon landowners desirous of contributing to the Railway in charging their estates with the additional value occasioned by its use; but I would suggest to the promoters of the Bill for the protection of Settled Estates, that in no case should the arable land be charged more than 2*s.* 6*d.* per acre, the grazing land more than 1*s.* per acre, or the Highland sheep farms more than 3*d.* per acre.

I am afraid this letter is extended beyond reasonable limits, but I have been desirous of giving the subject my best attention, and of offering you such opinions as in my humble judgment may be of service in assisting you to obtain your Bill.

Most heartily wishing you success,

I am, &c.
(signed) *Josh. Snowball.*

Benjamin Woodman, Esq.,
Morpeth.

Appendix.

ANSWERS of Mr. *Thomas Allan.*

County of Northumberland, Parish of Rothbury.

1.—Smither and Silverside.
2.—465 acres, 250 acres arable, the remainder grass.
3.—Both.
4.—16 miles.
5.—Coals at present within an easy distance; farm cartage on 40 tons of coals, 8 *l.*; 9 tons of artificial manure, 6 *l.*; 30 tons of corn to market, 19 *l.* 10 *s.*; marketing stock, 9 *l.* 2 *s.* 6 *d.*; lime at hand.
6.—About 1 *s.* 10 *d.* per acre.

ANSWERS of Mr. *William Atkinson.*

County of Northumberland, Parish of Ilderton.

1.—Roseden.
2.—820 acres.
3.—Arable and pasture.
4.—12 or 13 miles.
5.—I expect to get what lime and coal, also manures, I may require, and to deliver by railway, perhaps, 1,000 *l.* worth of corn, besides cattle, sheep, and other farm produce.
6.—I cannot answer this question; the landlords will find that out quite soon enough.

ANSWERS of Mr. *Joseph Atkinson.*

County of Northumberland, Parish of Egglingham.

1.—Brandon.
2.—1,520 acres.
3.—550 arable, 970 hill pasture.
4.—13 miles.
5.—Saving in delivery of corn, 30 *l.*; ditto, sheep and cattle, 30 *l.*; ditto, in cartage of coals, 25 *l.*; ditto, lime, 40 *l.*; ditto, artificial manures, 5 *l.*; total, 130 *l.*
6.—About 3 *s.* per acre on arable land, 1 *s.* on grass land suitable for feeding stock, and 6 *d.* per acre on grass land adapted for lean stock only.

For the past four years I have been driving about 400 tons of lime annually, and will require the same quantity this year, which will serve my purpose for the remainder of my lease; but I calculate that the land will require to be all limed again at the expiration of 10 years, or from that to 15 years. I have therefore put down the sum of 40 *l.* as the saving annually on loading lime, as an average sum, as it is obvious that in the past four years the saving would have been almost three times that amount. A large proportion of my stock is sold to graziers and feeders, and do not go by rail, which accounts for the small sum I have put down to the account of stock.

Brandon, 17 February 1863.

ANSWERS of Mr. *W. E. Bell.*

County of Northumberland, Parish of Rothbury.

1.—Thropton.
2.—104 acres.
3.—24 acres pasture, 80 acres arable.
4.—15 miles.
5.—Save cartage: coals, 20 tons, at 4 *s.*, 4 *l.*; artificial, 4 tons, at 15 *s.*, 3 *l.*; corn, 14 tons, at 13 *s.*, 9 *l.* 2 *s.*; marketing stock, 2 *l.* 16 *s.*
6.—About 3 *s.* 6 *d.* per acre.

ANSWERS of Mr. *R. Black.*

County of Northumberland, Parish of Rothbury.

1.—Thropton demesne.
2.—118 acres.
3.—40 acres grass, 78 arable.
4.—15 miles.
5.—Save in cartage: 18 tons of coals, at 4*s.*, 3*l.* 12*s.*; 4 tons artificial, at 15*s.*, 3*l.*; 12 tons of corn, at 13*s.*, 7*l.* 16*s.*; for marketing stock, 3*l.* 15*s.*
6.—About 3*s.* per acre.

ANSWERS of Mr. *James Bolam.*

County of Northumberland, Parish of Rothbury.

1.—Bickerton.
2.—480 acres.
3.—Arable and pasture, and hill land.
4.—17 miles.
5.—Saving on cartage of coals, 7*l.*; ditto, for manure, 3*l.*; ditto, corn, 25*l.*; total, 35*l.*
6.—About 2*s.* 6*d.* per acre on tillage land, and 6*d.* per acre on hill pasture.

ANSWERS of Mr. *John Bolam.*

County of Northumberland, Parish of Alwinton.

1.—I have two farms, Netherton and Alwinton.
2.—Netherton contains about 550 acres; Alwinton upwards of 1,000.
3.—Netherton, 200 acres of arable, and 350 in grass; Alwinton, 100 acres arable, and upwards of 900 acres in sheep walk.
4.—Netherton is 15 miles, and Alwinton 20 miles from a rail.
5.—Upon the arable on Netherton about 2*s.* 6*d.* to 3*s.* an acre; on the grass land, 8*d.* an acre; upon Alwinton farm, as it is 20 miles from a rail, I calculate on 3*s.* an acre; and on the sheep walk 3*d.* an acre.
6.—From 2*s.* 6*d.* to 3*s.* an acre on the arable; on good grass land from 1*s.* to 1*s.* 3*d.* per acre; and on the sheep walks it will vary from 3*d.* to 6*d.* an acre.

ANSWERS of Mr. *J. C. Bolam.*

County of Northumberland, Parish of Rothbury.

1.—Low Trewhitt.
2.—869 acres.
3.—Both.
4.—17 miles.
5.—A saving of cartage for coals, 60 tons, at 4*s.*, 12*l.*; artificial, 10 tons, at 15*s.*, 7*l.* 10*s.*; corn, 45 tons, at 15*s.*, 33*l.* 15*s.*; lime, 100 tons, at 1*s.*, 5*l.*; stock, 20*l.*
6.—About 2*s.* per acre.

ANSWERS of Mr. *James B. Boyd.*

County of Northumberland, Parish of Doddington.

1.—South Doddington.
2.—About 1,500 acres.
3.—Both.
4.—About 10 miles.
5.—I expect to save from 1*s.* 6*d.* to 2*s.* 6*d.* per ton on coal and lime; 4*s.* to 8*s.* per ton on manures; 10*d.* per quarter on corn; 8*s.* per head on cattle; and 8*d.* per head on sheep.
6.—From 2*s.* to 3*s.* per acre on arable land.

Appendix.

ANSWERS of Mr. *James Brown.*

County of Northumberland, Parish of Rothbury.

1.—High Trewhitt.
2.—375 acres; 220 arable; remainder grass.
3.—Both.
4.—15 miles.
5.—Save a carting of 40 tons of coals, 8*l.*; 5 tons of manure, 3*l.* 15*s.*; 30 tons of corn, 22*l.* 10*s.*; marketing stock, 6*l.* 10*s.*
6.—About 2*s.* per acre.

ANSWERS of Mr. *William Cairns.*

County of Northumberland, Parish of Eglingham.

1.—Branton, East side.
2.—440 acres.
3.—260 arable and 180 acres pasture.
4.—12 miles.
5.—Grain, 30*l.*; cattle, 6*l.* 10*s.*; sheep, 12*l.*; coals, 16*l.*; lime, 24*l.*; artificial manure, 2*l.* 10*s.*; wool, 10*s.*: 91*l.* 10*s.*
6.—5*s* per acre on arable land, and 1*s.* on pasture.

ANSWERS of Mr. *Thomas Carmichael.*

County of Northumberland, Parish of Rothbury.

1.—Raw.
2.—400 acres, less or more.
3.—Pasture and arable.
4.—12 miles.
5.—It will be a great benefit of taking corn and stock to the markets, and be the means of bringing manure, which we cannot at present obtain.
6.—It will be a great benefit, I have no doubt, but it will be a benefit to all in our part of the country.

ANSWERS of Mr. *John Carr.*

County of Northumberland, Parish of Rothbury.

1.—Ryehill and Tosson.
2.—390 acres.
3.—Both.
4.—12 miles.
5.—Saving on cartage of coals, 7*l.*; saving on cartage of manure, 4*l.* 10*s.*; saving on cartage of corn, 30*l.* Total, 41*l.* 10*s.*
6.—About 2*s.* 2*d.* per acre over all my farms.

ANSWERS of Mr. *John Dixon.*

County of Northumberland, Parish of Thropton, Rothbury.

1.—Thropton West Field.
2.—125 acres.
3.—100 acres arable; 25 acres pasture.
4.—16 miles.
5.—12 tons of coal, 3*l.*; 18 tons of corn, 11*l.* 4*s.*; 4 tons of manure, 2*l.* 12*s.*; saving in the expenses of marketing cattle, sheep, &c., 3*l.* Total, 19*l.* 16*s.*
6.—About 3*s.* per acre.

ANSWERS of Mr. *James Dodds*.

County of Northumberland, Parish of Alwinton.

1.—Sharperton.
2.—53 acres.
3.—Pasture.
4.—20 miles.
5.—Saving on 22 tons of coals, at 4*s.* per ton, 4*l.* 4*s.*; saving on 2 tons of artificial manure, 1*l.* 10*s.*; marketing 5 cattle, at 4*s.*, 1*l.*; marketing 70 sheep, at 6*d.*, 3*l.* 10*s.*
6.—Increased value per acre of pasture land, about 1*s.* 8*d.*

ANSWERS of Mr. *George Dodds*.

County of Berwick, Parish of Coldstream.

1.—Fin Burn Mill.
2.—262 acres.
3.—250 arable, and 12 pasture.
4.—3 miles.
5.—As a yearly average, 50 loads of coals; 50 or 60 loads of lime; 100 carts delivering corn; 4 trucks cattle, and 4 sheep; and 10 tons artificial manure. A saving of about 2*s.* 6*d.* per ton on coals and lime, and manure of all kinds, and 6*d.* per boll on grain; and also a very considerable saving on the transit of cattle.
6.—I should say, firmly, that it would advantage me from 1*s.* to 1*s.* 6*d.* per acre; this applies to my own farm only.

ANSWERS of Mr. *James Elliot*.

County of Northumberland, Parish of Akeld.

1.—Akeld.
2.—Upwards of 1,700 acres.
3.—Part of both.
4.—10 miles from Cornhill.
5.—It would be of a very great benefit for coal, lime, manure, markets for corn, cattle, &c.
6.—I have no doubt it would be increased value to the land in this neighbourhood.

ANSWERS of Mr. *William Forster*.

County of Northumberland, Parish of Alwinton.

1.—Burradon and Burradon Bank.
2.—About 700 acres.
3.—320 acres arable, and 380 acres pasture.
4.—16 miles.
5.—Saving on cartage of 128 tons of coals, at 5*s.* per ton, 32*l.*; saving on delivery of 43 tons of corn, at 13*s.*, 27*l.* 19*s.*; saving on carriage of 9 tons of artificial manure, at 13*s.*, 5*l.* 17*s.*; saving on carriage of 9 tons oil cake, at 13*s.*, 5*l.* 17*s.*; saving on carriage of 40 cattle to market, at 5*s.*, 10*l.*; saving on carriage of 400 sheep to market, at 1*s.*, 20*l.*; saving on carriage of 2 tons of wool, at 13*s.*, 1*l.* 6*s.* Total saving, 102*l.* 19*s.*
6.—On my farm, nearly 3*s.* per acre.

ANSWERS of Mr. *Thomas Forster*.

County of Northumberland, Parish of Alnham.

1.—Scrainwood.
2.—About 1,150 acres.
3.—Arable and hill pasture, or sheepwalk, of which about 300 acres are arable.
4.—15 miles.
5.—A great saving in the carriage of the produce of my farm to market, and a great saving in the carriage of coals, lime, guano, bone, manures, oil cake, grass

 seeds,

Appendix.

seeds, &c., &c., of which I give an estimate below. I cannot speak correctly as to what may be saved in the carting of lime, I have set it down at 3*s.* per ton.

6.—Upon arable land, from 3*s.* to 3*s.* 6*d.*; upon good pasture land, from 1*s.* to 1*s.* 3*d.*; and upon good sheepwalks, from 6*d.* to 9*d.* per acre.

	Stones of 14 lbs.
Annual weight of Corn produced on my Farm from a crop of 120 acres	15,360
Total	15,360

Annual weight of Corn consumed on my Farm:	*Stones.*
Seed barley	720
Seed oats	840
Horse corn	2,496
Corn for six servants, who are mostly paid in kind	1,440
Total	5,496
Balance to carry to railway	9,864 stones.

Annual Expenses with a Railway 15 miles from my Farm:	£.	*s.*	*d.*
Carriage of 9,864 stones of corn 15 miles, at 3*s.* 4*d.* per stone	30	4	–
Ditto of 8 tons of guano or bones from the rail, 15 miles, at 10*s.*	4	–	–
Ditto of 8 tons of oil cake, grass seed, iron, wood, &c., at 10*s.*	4	–	–
Ditto of 3 tons of wool, at 10*s.*	1	10	–
Ditto of 70 tons of coals, for self and six men	35	–	–
Ditto of 70 tons of lime six miles, at 6*s.* per ton	21	–	–
Total £.	95	14	–

Annual Expenses with a Railway about 1 mile from my Farm:	£.	*s.*	*d.*
Carriage to the rail of 9,864 stones, or 62 tons of corn, at 2*s.* per ton	6	4	–
Ditto of 8 tons of guano or bones from the rail, at 2*s.* per ton	–	16	–
Ditto of 8 tons of oil cake, grass seed, iron, wood, &c.	–	16	–
Ditto of 3 tons of wool, at 2*s.*, to the rail	–	6	–
Ditto of 70 tons of coals from the station	7	–	–
Ditto of 70 tons of lime from the rail, at 3*s.* per ton	10	10	–
Total £.	25	12	–
Balance £. 70. 2*s.*			

If the vales of the Coquet, the Aln, the Bremish, and Glendale, had a railway passing through them, the cultivation of potatoes would, in my opinion, be very extensive; the cultivation of which has proved a great source of profit to the Scotch farmer since the extensive introduction of railways through that country. At present, nearly the whole of the flour used by the inhabitants in Coquet Dale is carted a distance from 20 to 25 miles, the carting of which adds very much to the price. The labouring man earning from 2*s.* a day in winter, to about 2*s.* 6*d.* in summer, will, if we had railway communication, save about 1*s.* a week in coals.

Answers of Mr. *James Grey.*

County of Northumberland, Parish of Ford.

1.—Kimmerston, Nesbit.
2.—1,060 acres; 630 acres.
3.—Both.
4.—7 miles.
5.—Nothing on coal; 2*s.* per ton on lime; 4*s.* per ton on artificial manures; 1*s.* per boll of 6 Winchester bushels of corn, delivered at station; 1 per cent. upon cattle, &c.
6.—2*s.* per acre.

Answers of Mr. *James Hills.*

County of Northumberland, Parish of Rothbury.

1.—Trewhitt Demesne.
2.—360 acres; 220 arable, remainder grass.
3.—Both.
4.—15 miles.
5.—Save in carting 40 tons coals, at 4*s.*, 8*l.*; ditto 10 tons manure, at 15*s.*, 7*l.* 10*s.*; ditto 30 tons corn, at 15*s.*, 22*l.* 10*s.*; ditto marketing stock, 8*l.* 12*s.* 6*d.*; lime at hand.
6.—About 2*s.* 6*d.* per acre.

Answers of Mr. *J. E. Hislop.*

County of Northumberland, Parish of Rothbury.

1.—The Follions.
2.—About 400 acres.
3.—Both.
4.—13 miles.
5.—Coals, 2*l.*; manure, 3*l.*; corn, &c., 3*l.*
6.—1*s.* 6*d.*

ANSWERS of Mr. *Thomas Hood.*

County of Berwick, Parish of Coldstream.

1.—Coldstream Mains.
2.—595 acres.
3.—Arable.
4.—About 3 miles.
5.—If the proposed railway is extended to Coldstream Bridge, it will save me about 25 *l.* a year in tolls: at present I have to pay two tolls before I get to the railway station. The average of my carriages for the last five years has been about 300 tons of lime, 70 tons of manure, 40 tons of cake, and about 100 tons of coals. The goods sent from the farm averages about 100 tons potatoes, 160 tons grain, from 80 to 100 cattle, and from 800 to 1,000 sheep, which are all sent by rail.

ANSWERS of Mr. *James Howey.*

County of Northumberland, Parish of Rothbury.

1.—West Hepple.
2.—269 acres.
3.—Arable and pasture land.
4.—18 miles.
5.—Saving on cartage on coals, 5 *l.*; ditto for manures, 2 *l.*; ditto corn, 10 *l.* Total 17 *l.*
6.—About 1 *s.* 6 *d.* per acre upon tillage land.

ANSWERS of Mr. *Joseph Howey.*

County of Northumberland, Parish of Rothbury.

1.—Little Tosson.
2.—518.
3.—Arable, pasture and hill land.
4.—16 miles.
5.—Saving on cartage of coals, 10 *l.*; ditto on manures, 3 *l.* 10 *s.*; ditto on corn, 30 *l.* Total, 43 *l.* 10 *s.*
6.—About 2 *s.* per acre over tillage land, and 6 *s.* per acre over hill land.

ANSWERS of Mr. *G. P. Hughes.*

County of Northumberland, Parish of Ilderton.

1.—Middleton Hall.
2.—About 500 acres.
3.—Both; chiefly pasture land.
4.—12 miles.
5.—Possibly an advantage as to coal; a much greater facility as to lime; an advantage of about 5 *s.* per ton in manure, &c. brought from the station; a greater convenience in delivering corn and cattle; facility as to travelling.
6.—2 *s.* 6 *d.* an acre, perhaps, where land is in tillage; to grass land less; to both the advantage will be regulated by value and quality of land.

ANSWERS of Mr. *William Hutcheson.*

County of Berwick, Parish of Coldstream.

1.—Ruthven.
2.—190 acres.
3.—Arable.
4.—Four miles.
5 & 6.—My farm being at present just in its natural state, I think that a railway communication would be of great benefit to me, in the saving of cartage of pipes for draining, lime, manure, and coals, and also for the produce of the farm going to the market. I could go three times per day to Coldstream, where at present I can only go twice to Cornhill, and that would save me from keeping a man and a pair of horses, a saving of 100 *l.* per year, equal to 10 *s.* per acre.

Appendix.

ANSWERS of Mr. *C. E. Ildeston.*

County of Northumberland, Parish of Rothbury.

1.—Tosson.
2.—176 acres, Tosson; and 141 acres, Rye Hill.
3.—Both.
4.—14 miles.
5.—Coals, 100 tons, 15*l.*; artificial manure, 4*l.*; corn, 15*l.* 15*s.*; stock, 14*l.*; lime at hand.
6.—About 3*s.* per acre.

ANSWERS of Mr. *Richard Huntley King.*

County of Northumberland, Parish of Eglingham.

1.—Wooperton.
2.—900 acres, or thereabouts.
3.—Both arable and pasture.
4.—12 miles.
5.—A ready supply of coal, lime (which is greatly needed on the farm), artificial manure, and food, of which I use a considerable amount yearly; increased facilities for sending corn and fat stock to market, as well as obtaining a better market for eggs, butter, and such articles.
6.—I consider that where the traffic of a line of railway becomes fully developed, the increased value per acre will be at least 2*s.* 6*d.* in the case of arable, and from 6*d.* to 1*s.* in the case of pasture land.

ANSWERS of Mr. *Joseph Laidler.*

County of Berwick, Parish of Eccles.

1.—Haigsfield.
2.—528 acres.
3.—Arable.
4.—Four miles.
5.—Saving in carriage and toll-dues.
6.—10*l.* per annum.

ANSWERS of Mr. *Thos. Laidler.*

County of Northumberland, Parish of Wooler.

1.—Fenton Town Farm.
2.—640 acres.
3.—Both.
4.—10 miles.
5.—I expect I shall save on coals, 2*s.* to 3*s.* per ton; lime, 3*s.* to 4*s.* per ton; manures, 5*s.* to 10*s.* per ton; corn, 1*s.* per quarter; cattle, 10*s.* per head; sheep, 1*s.* per head.
6.—2*s.* to 5*s.*

ANSWERS of Mr. *James Laidler.*

County of Northumberland, Parish of Wooler.

1.—Fenton Demesne.
2.—472 acres.
3.—Both arable and pasture.
4.—10 miles.
5.—I expect that I shall save on coals, 2*s.* or 3*s.* per ton; lime, 3*s.* or 4*s.* per ton; manures, 5*s.* to 10*s.* per ton; corn, 1*s.* per quarter; cattle, 10*s.* per head; sheep, 1*s.* per head.
6.—2*s.* to 5*s.*

ANSWERS of Mr. *Matthew Laidler.*

County of Northumberland, Parish of Wooler.

1.—Fenton Hill.
2.—540 acres.
3.—Both.
4.—9 miles.
5.—I expect I shall save on coals, 2*s.* or 3*s.* per ton; lime, 3*s.* or 4*s.* per ton; manure, 5*s.* to 10*s.* per ton; corn, 1*s.* per ton; cattle, 8*s.* per head; sheep, 1*s.* per head.
6.—2*s.* to 5*s.*

ANSWERS of Mr. *Robert Leighton.*

County of Northumberland, Parish of Brinkburn.

1.—Thistleyhaugh.
2.—311 acres.
3.—Pasture and arable.
4.—9 miles.
5.—Conveying stock and corn to markets.
6.—I have no doubt but a railway would increase the value of land in this neighbourhood, but to what extent I cannot say.

ANSWERS of Mr. *Thomas Lilburn.*

County of Northumberland, Parish of Brinkburn.

1.—Todstead.
2.—240 acres.
3.—Both.
4.—About 9 miles.
5.—Markets for corn and cattle.
6.—Cannot at present estimate the increased value.

ANSWERS of Mr. *William Nicholson.*

County of Berwick, Parish of Coldstream.

1.—Lennel Hill.
2.—708 acres.
3.—72 acres in pasture, 636 arable.
4.—3 ½ miles.
5.—Saving on loading 140 tons of coals, at 2*s.* 6*d.*, 17*l.* 10*s.*; saving on 250 tons lime annually, 31*l.* 5*s.*; saving on delivering corn, half the quantity sold, 450 tons, at 6*d.*, 11*l.* 5*s.*; manures of all kinds, 40 tons, at 2*s.* 6*d.*, 7*l.*; 100 tons potatoes, at 2*s.* 6*d.*, 12*l.* 10*s.*
6.—Besides these advantages, the most valuable root-crop, potato, could not be grown generally in this district, nor on any part of the new line contemplated, unless there was a rail to carry it to the far south.

ANSWERS of Messrs. *Nicholson.*

County of Northumberland, Parish of Alwinton.

1.—Low Farnham and Sharperton Edge.
2.—470 acres and 338 acres; 210 acres arable, and 598 pasture.
3.—Both arable and pasture land.
4.—18 miles.
5.—Saving cartage: coals, 80 tons, at 4*s.*, 16*l.*; artificial, 8 tons, at 15*s.*, 6*l.*; corn, 30 tons, at 15*s.*, 22*l.* 10*s.*; stock, 30*l.*; lime on the farm.
6.—About 1*s.* 10*d.* per acre.

Appendix.

ANSWERS of Mr. *John* and *Joseph Aynsley.*

County of Northumberland, Parish of Rothbury.

1.—Butterknows.
2.—268 acres.
3.—Both.
4.—11 miles.
5.—An additional supply of manure; market for corn and cattle.
6.—From 6*d.* to 1*s.* per acre.

ANSWERS of Mr. *John Aynsley.*

County of Northumberland, Parish of Rothbury.

1.—Brockley Hall.
2.—341 acres.
3.—Pasture and arable.
4.—12 miles.
5.—An additional supply of manure; market for corn and cattle.
6.—Sixpence per acre.

ANSWERS of Mr. *John Pattison.*

County of Northumberland, Parish of Whittingham.

1.—Cross Hill.
2.—500 acres.
3.—Both.
4.—12 miles.
5.—I use 70 tons of coals—at 2*s.* per ton cheaper by railway than loading from the pit, 7*l.*; 15 tons of manure, 6*s.* 8*d.* per ton, 5*l.*; 50 tons of corn, 6*s.* 8*d.* per ton, 16*l.* 3*s.* 4*d.*; by cattle and sheep, 15*l.*
6.—About 1*s.* 9*d.* per acre, including both tillage and grass land.

ANSWERS of Mr. *John J. Peary.*

County of Northumberland, Parish of Alnwinton.

1.—Sharperton.
2.—233 acres.
3.—Both.
4.—20 miles.
5.—Saving on 37 tons of coals, at 4*s.*, 7*l.* 8*s.*; on delivery of 12 tons of corn, 13*s.*, 7*l.* 16*s.*; on 4 tons of manure, 15*s.*, 3*l.*; stock marketing expenses, 14 cattle, 5*s.* a head, 3*l.* 10*s.*; 340 sheep, 6*d.* a head, 8*l.* 10*s.*; total, 30*l.* 4*s.*
6.—Two shillings and sixpence per acre.

ANSWERS of Mr. *Edward Pringle.*

County of Northumberland, Parish of Rothbury.

1.—Snitter and Snitter Barns.
2.—325 acres.
3.—250 acres arable, and 75 acres grass.
4.—16 miles.
5.—Save cartage of 40 tons of coals (coals at present within an easy distance), 8*l.*; ditto, of 9 tons artificial manure, 6*l.*; ditto, of 30 tons of corn to market, 19*l.* 10*s.*; save in marketing stock, 7*l.* 2*s.* 6*d.*; lime at hand.
6.—About 2*s.* 6*d.* per acre.

ANSWERS of Mr. *Peter W. Purves.*

County of Northumberland, Parish of Lilburn.

1.—Lilburn, South Steads.
2.—Under 400 acres.
3.—Both arable and pasture.
4.—About 10 miles.
5.—Coal and lime, which is at present a day's journey, brought within a mile or so; manure, seeds, &c., delivered within the same distance; corn and other produce of my farm put upon the rails at the nearest station, and thereby saving the cartage of it 10 miles, as at present.
6.—I cannot say to what extent per acre the land would be increased in value, but have no doubt it would be.

ANSWERS of Mr. *Charles Rea.*

County of Northumberland, Parish of Doddington.

1.—Doddington and Wooler Common.
2.—Doddington, 1,500 acres; Wooler Common, 1,000 acres.
3.—Half arable and pasture.
4.—Doddington is 11 miles, and Wooler Common, 16 miles.
5.—I expect to reap the following advantages:—A saving of 2*s.* per ton on coals; 3*s.* per ton on lime; 10*s.* per ton on manure; 1*s.* per quarter on corn; 10*s.* per head on cattle; and 1*s.* per head on sheep.
6.—At least 4*s.* per acre.

Dear Sir, Doddington, Wooler, 7 March 1863.

To enumerate all the disadvantages suffered by this district from the want of railway communication, and the great benefits derivable from the construction of the proposed North Central Line, would exceed the limits of an ordinary letter. I shall therefore only mention a few of the prominent advantages which the proposed line would confer upon the inhabitants of this rich agricultural vale. Corn of all kinds, so extensively grown here, is carried at great cost and inconvenience to the different stations on the North Eastern Railway (at distances varying from 10 to 20 miles), which, by the intersection of the country by the proposed railway, could be delivered at a saving of at least 1*s.* per quarter. The coals required, which in winter are so dear and scarce that I have heard of families wanting them for six weeks, would come to hand in abundance and at greatly reduced rates, as would also the lime, manures of all kinds, oilcakes, &c., &c., so essential in the present high system of farming to the full development of the soil's wealth.

It must be obvious that while such an impetus is given to the agriculture of the district, the small tradesmen and merchants of our towns and villages will participate in an equal degree in the advantage of this railway. The goods which at present can only be obtained at great expense, owing to the heavy land carriage, would be sent by rail at a trifling cost, thus enabling their vendors to compete with their rivals in other more highly-favoured places, and giving them ready access to the great marts of industry throughout the country. Perhaps I could not better conclude than by giving a synopsis of the various opinions of the occupiers of land in the district as enumerated in a series of inquiries sent to them, the answers to which inquiries I now append. Taking the views as expressed there, I find the following:—The saving effected is, on corn, 1*s.* per quarter; lime, 3*s.* to 4*s.* per ton; coals, 2*s.* to 3*s.* per ton; manure, 5*s.* to 10*s.* per ton; cattle, 4*s.* to 10*s.* per head; sheep, 1*s.* per head; enhanced value of land, from 2*s.* to 5*s.* per acre. Trusting you will excuse this hurried letter, as I am just on the point of starting for the south,

I remain, &c.

Benjamin Woodman, Esq., Morpeth. *Charles Rea.*

ANSWERS of Mr. *Henry H. Scott.*

County of Northumberland, Parish of Alnham.

1.—Alnham and Castles farm.
2.—I am sorry that being from home I cannot state the exact increase; when I get home I can do so.
3.—200 acres, arable, the remainder pasture and hill land.
4.—Fourteen miles.

Appendix.

5.—Taking for granted that there would be a siding on the farm—the coal pits are distant, say, 14 miles—there should be a saving of 8*s.* per ton; say in lime, which is distant five miles, 3*s.* per ton. On artificial manure, 9*s.* per ton, corn 9*s.* per ton, fat cattle 8*s.* each.

6.—2*s.* 6*d.* per acre on arable land; 1*s.* 6*d.* per acre on pasture field land; perhaps 2*d.* per sheep on the stock kept on the hill land.

ANSWERS of Mr. *J. Shaw.*

County of Berwick, Parish of Coldstream.

1.—Skaithmuir.
2.—747 acres.
3.—Arable.
4.—Five miles.
5.—Chiefly that Coldstream Bridge Station will be 1½ mile nearer my farm than the nearest station at present; and the saving of distance in cartage on my present traffic, annually, of 125 tons coals, 100 tons potatoes, 155 tons grain, and 50 tons guano, bones, and cakes, or thereby, besides about 20 tons of other goods, in all about 450 tons, represents fully 500 journeys of one horse and cart for 1½ mile with a load, and the same distance unloaded. That is to say, 1,500 miles of cartage of my present traffic by rail, which traffic would be increased were the station within a more convenient distance. The same applies, but to a less extent, to my live stock traffic.
6.—From 2¼ to eight per cent., according to distance from new station, and to state of improvement of the land.

ANSWERS of Mr. *Thomas Stawart.*

County of Northumberland, Parish of Roddam.

1.—Roddam Rigg House.
2.—833 acres.
3.—600 arable, 233 pasture.
4.—About 14 miles.
5.—Coals 30*l.*; lime 40*l.*; corn and cattle, 30*l.* Total, 100*l.*
6.—I decline answering; the landowners will soon find that out.

ANSWERS of Mr. *George Storey.*

County of Northumberland, Parish of Rothbury.

1.—Caistron.
2.—380 acres.
3.—Both.
4.—17 miles.
5.—Saving on cartage of coals, 9*l.*; ditto on manures, 3*l.* 8*s.*; ditto on corn, 30*l.* Total, 42*l.* 8*s.*
6.—About 2*s.* 2*d.* per acre over all my farm.

ANSWERS of Mr. *Thomas S. Storey.*

County of Northumberland, Parish of Alwinton.

1.—Elilaw and Coatwalls.
2.—740 acres.
3.—Both.
4.—16 miles.
5.—I use 100 tons of coals, which will be 1*s.* cheaper at the least per ton, and 200 tons of lime, 1*s.* per ton cheaper, and also better quality; 14 tons of guano and bones, which, with 1*s.* allowed for extra railroad fare, will be 11*s.* per ton for cartage saved; from 40 to 60 tons of corn, at 11*s.* per ton, saved. The expense of railing cattle and sheep much the same as four days' driving, but both cattle and sheep worth from 5*s.* to 10*s.* per head more by railroad.
6.—Land in our immediate neighbourhood, not being of the best quality, and standing high, with a cold late climate, I could not make it more than 1*s.* 6*d.* per acre the better of the railroad, with half tillage and half grass.

ANSWERS of Mr. *William Turnbull.*

County of Northumberland, Parish of Wooler.

1.—Horton.
2.—2,100 acres.
3.—Both arable and pasture.
4.—9 miles.
5.—A saving will be effected of from 2*s.* to 3*s.* per ton on coal; 3*s.* to 4*s.* ditto on lime; 5*s.* to 10*s.* ditto on manure; 1*s.* per quarter on corn; 5*s.* per head on cattle; 1*s.* ditto on sheep.
6.—From 2*s.* to 5*s.* per acre.

ANSWERS of Mr. *George Turnbull.*

County of Northumberland, Parish of Brinkburn.

1.—Healey Coat.
2.—300 acres.
3.—Pasture and arable.
4.—10 miles.
5.—Conveying stock and corn to markets.
6.—It will be a value, but to what extent I cannot say.

ANSWERS of Mr. *John Turnbull.*

County of Northumberland, Parish of Branton.

1.—Branton West Farm.
& 3.—500 arable and 100 pasture.
4.—12 miles, but the greater disadvantage is the hilly nature of the road.
5.—Saving in the carriage of grain, 36*l.*; saving in the carriage of wool, 12*s.* 6*d.*; saving in expense of carriage of cattle, and deterioration in driving to market, 12*l.* 13*s.* 4*d.*; saving, &c. &c. in sheep, 14*l.*; saving in the carriage of coals, 20*l.*; saving in the carriage of lime, 21*l.* 15*s.*; saving in the carriage of artificial manure, 5*l.* 15*s.* Total, 110*l.* 15*s.* 10*d.*
6.—Saving in working expenses of 3*s.* per acre on arable land; and, I should say, of 1*s.* advantage per acre to both arable and pasture land, for convenience; in all, 4*s.*

To the advantages already stated might be added, that of being able to grow potatoes for the metropolitan and provincial markets, which we are at present unable to do on account of the heavy land transit. In estimating the saving in the carriage of lime, I have taken the mean quantity used for a period of 15 years.

ANSWERS of Mr. *Gideon Watson.*

County of Northumberland, Chapelry of Longframlington.

1.—Hall Hill.
2.—626 acres.
3.—Both.
4.—8 miles.
5.—To carry stock and crop to market.
6.—It will be a benefit, but to what extent I cannot say.

ANSWERS of Mr. *George Wilson.*

County of Berwick, Parish of Coldstream.

1.—George Field.
2.—162 acres.
3.—Arable.
4.—3½ miles.
5.—Were the railway to come to Coldstream Bridge, I could then drive to the station for lime, coal, &c., four times in the day; as it is, I can only go twice; the saving would be 2*s.* 6*d.* per ton on coals; 2*s.* 6*d.* per ton on lime; 6*d.* per boll on grain; 2*s.* 6*d.* per ton on all kinds of manure; and 2*s.* 6*d.* per ton on potatoes.
6.—5*s.* per acre.

Brought from the Lords, 23 *April* 1863.

REPORT

FROM THE

SELECT COMMITTEE OF THE HOUSE OF LORDS,

ON

CHARGING OF ENTAILED ESTATES FOR RAILWAYS;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE,

MINUTES OF EVIDENCE,

AND APPENDIX.

Ordered, by The House of Commons, *to be Printed*,
24 *April* 1863.

[*Price* 1 *s.* 1 *d.*]

209.

Under 12 *oz.*

REPORT

FROM THE

COMMITTEE

UPON

EXPIRING LAWS:

FOR THE

V^TH Session—XVIII^TH Parliament of the United Kingdom of GREAT BRITAIN and IRELAND.

(26 VICTORIA, 1863.)

Ordered, by The House of Commons, *to be Printed,*
5 *June* 1863.

Veneris, 29° *die Maii*, 1863.

Ordered, That a Select Committee be appointed to inquire what Temporary Laws of a Public and General Nature are now in force, and what Laws of the like nature have expired since the last Report upon the subject; and also, what Laws of the like nature are about to expire at particular periods, or in consequence of any contingent public events; and to report the same, with their Observations thereupon, to The House.

Mercurii, 3° *die Junii*, 1863.

Committee nominated of—

Mr. Peel.	Sir William Jolliffe.
Mr. Massey.	Colonel French.
Sir Stafford Northcote.	Mr. Baring.
Mr. Attorney General.	Mr. Williams.
Mr. Solicitor General.	Mr. Brand.
Mr. Adderley.	Lord John Manners.
Mr. Cowper.	

Ordered, That the Committee have power to send for Persons, Papers and Records.

Ordered, That Three be the Quorum of the Committee.

REPORT.

THE SELECT COMMITTEE appointed to inquire what TEMPORARY LAWS of a Public and General Nature ARE NOW IN FORCE, and what Laws of the like nature have EXPIRED since the last Report upon the subject; and also, what Laws of the like nature ARE ABOUT TO EXPIRE at particular Periods, or in consequence of any Contingent Public Events; and to report the same, with their Observations thereupon, to The HOUSE:—

HAVE considered the Matters to them referred, and agreed to the following Report.

5 *June* 1863.

LIST.

REGISTER OF TEMPORARY LAWS NOW IN FORCE - - - - p. 5

INDEX OF TEMPORARY LAWS:—

CLASS I.—TEMPORARY LAWS the Duration of which is certain, unless so far as they depend on the Sitting of Parliament - - - - - p. 14

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INDEX TO LAWS which were inserted in the Register of Temporary Laws then in force in the last Report of the Committee on Expiring Laws (11 July 1862), but which are now omitted - - - - - - - - - - - - p. 17

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REGISTER OF TEMPORARY LAWS
NOW IN FORCE.

Matter.	*Date.*	*Ch.*	*When passed.*	*Title of the Act.*	*Duration.*
1. BANK of ENGLAND INCORPORATION.	5,6 W.&M.	20, §20. 21.	7 Nov. 1693.	For granting to their Majesties several Rates and Duties upon Tonnage of Ships and Vessels, and upon Beer, Ale, and other Liquors; for securing certain Recompences and Advantages, in the said Act mentioned, to such Persons as shall voluntarily advance the Sum of £.1,500,000. towards the carrying on the War against France.	
	8, 9 W. 3.	20, §26. 27.			
	N. B.—Clauses for continuing this Corporation in successive Loan Acts down to				
	19, 20 Vict.	21.	5 June 1856.	Bank continued as a Corporation - - -	Till payment of Sums due to the Bank, and Redemption of all Bank Annuities created by Parliament.
				Note.—As to the Bank of England Privileges, *see* No. 7.	
2. BANK of IRELAND.	Acts of the Parliament of Ireland.				
	21,22 Geo. 3.	16.	1781.	For establishing a Bank, by the Name of The Governor and Company of the Bank of Ireland.	
	amended by				
	31 Geo. 3.	22.			
	37 Geo. 3.	50.			
	Acts of the United Parliament.				
	48 Geo. 3.	103.			
	1,2 Geo. 4.	72.			
	3 Geo. 4.	26.			
	7 Will. 4. & 1 Vict.	59.			
	1, 2 Vict.	81.			
	2, 3 Vict.	91.			
	3, 4 Vict.	75.			
	8, 9 Vict.	37.	21 July 1845.	Bank of Ireland continued as a Corporation, and may be dissolved,	After 1 January 1855, on Twelve Months' Notice, and repayment of Debt due from the Public to the Bank.

REGISTER OF TEMPORARY LAWS NOW IN FORCE—*continued.*

Matter.	*Date.*	*Ch.*	*When passed.*	*Title of the Act.*	*Duration.*	
3. COAL TRADE (PORT OF LONDON.)	1,2 Will. 4. continued	lxxvi.	Local.	For regulating the Vend and Delivery of Coals in the Cities of London and Westminster, and in certain Parts of the Counties of Middlesex, Surrey, Kent, Essex, Hertfordshire, Buckinghamshire and Berkshire.	5 July	1872
	8,9 Vict. and amended	101.				
	24,25 Vict.	42.	22 July 1861.			
4. EAST INDIA COMPANY'S DIVIDEND.	3,4 Will. 4. amended by	85.	28 Aug. 1833.	For effecting an Arrangement with the East India Company, and for the better Government of His Majesty's Indian Territories.		
	16,17 Vict.	95.	20 Aug. 1853.	3 & 4 Will. 4, c. 85, § 12. Dividend on East India Stock subject to Redemption by Parliament (on 12 Months' notice) upon and at any time after - - - - - -	30 April	1874
	Rights in respect of Dividend saved by 21,22 Vict.	106.		§ 13. If the Company be deprived of the Government of India they may within one year thereafter demand Redemption of the Dividend,* and Dividend must be redeemed within three years after such demand.		
	Partly repealed by 24,25 Vict.	67.	1 Aug. 1861.	[* The one year expires 1 September 1859, *see* 21 & 22 Vic. c. 106.]		
5. BANK OF ENGLAND PRIVILEGES.	3,4 W. 4. amended by	98.	29 Aug. 1833.	For giving to the Corporation of the Governor and Company of the Bank of England certain Privileges for a limited Period, under certain Conditions.	Determinable on 12 Months' Notice, after 1 August 1855, and on Repayment of the Debt due from the Public to the Bank.	
	7,8 Vict.	32.				
	8,9 Vict.	37, s. 6.				
	,,	38, s. 15.				
	and see as to s. 7. 17,18 Vict.	90.		Note.—Sec. 6 seems permanent.		
6. LINEN, HEMPEN, COTTON and other MANUFACTURES (Ireland.)	5,6 Will. 4. amended	27.	21 Aug 1835.	To continue and amend certain Regulations for the Linen and Hempen Manufactures in Ireland.	13 August	1864
	3,4 Vict.	91.	10 Aug. 1840.	For the more effectual Prevention of Frauds and Abuses committed by Weavers, Sewers and other Persons employed in the Linen, Hempen Union, Cotton, Silk and Woollen Manufactures in Ireland, and for the better Payment of their Wages, for One Year, and from thence to the End of the then next Session of Parliament.		
	continued and amended. 5,6 Vict.	68.				
	7,8 Vict. continued	47.				
	22,23 Vict.	25.	13 Aug. 1859.			

REGISTER OF TEMPORARY LAWS NOW IN FORCE—*continued.*

Matter.	*Date.*	*Ch.*	*When passed.*	*Title of the Act.*	*Duration.*	
7. CIVIL LIST.	1, 2 Vict.	2.	23 Dec. 1837.	For the Support of Her Majesty's Household, and of the Honour and Dignity of the Crown of the United Kingdom of Great Britain and Ireland - - - - - - -	6 Months after the Death of Her Majesty.	
	amended					
	1, 2 Vict.	92.				
	15, 16 Vict.	39.				
8. OATHS, UNLAWFUL. (Ireland).	2, 3 Vict.	74.	24 Aug. 1839.	To extend and render more effectual an Act [4 Geo. 4, c. 87] to amend an Act [50 Geo. 3, c. 102] for preventing the administering and taking unlawful Oaths in Ireland.	7 July and END of then NEXT SESSION.	1867
	continued and amended					
	11, 12 Vict.	89.	31 Aug. 1848.			
	continued					
	25, 26 Vict.	32.	7 July 1862.			
9. POOR RATES, STOCK IN TRADE EXEMPTION.	3, 4 Vict.	89.	10 Aug. 1840.	To exempt Inhabitants of Parishes, Townships, and Villages from liability to be rated as such, in respect of Stock in Trade or other Property, to the Relief of the Poor, until - - -	1 October and END of then NEXT SESSION.	1862
	continued					
	22, 23 Vict.	44.	13 Aug. 1859.			
10. LOAN SOCIETIES.	3, 4 Vict.	110.	11 Aug. 1840.	To amend the Laws relating to Loan Societies.	1 August	1863
	revived & continued					
	20, 21 Vict.	41.				
	continued					
	21, 22 Vict.	19.	21 May 1858.			
11. SURVEY of GREAT BRITAIN.	4, 5 Vict.	30.	21 June 1841.	To authorize and facilitate the Completion of a Survey of Great Britain, Berwick-upon-Tweed and the Isle of Man.	31 December	1866
	amended and continued					
	19, 20 Vict.	61.	21 July 1856.			
	continued					
	24, 25 Vict.	65	1 Aug. 1861.			

REGISTER OF TEMPORARY LAWS NOW IN FORCE—*continued.*

Matter.	*Date.*	*Ch.*	*When passed.*	*Title of the Act.*	*Duration.*	
12. HIGHWAY RATES. (E.)	4, 5 Vict.	59.	22 June 1841.	To authorize the Application of a Portion of the Highway Rates to Turnpike Roads, in certain Cases.	1 October and END of then NEXT SESSION.	1865
	continued					
	23, 24 Vict.	67.	6 Aug. 1860.			
13. LUNATIC ASYLUMS (Ireland).	5, 6 Vict.	123.	12 Aug. 1842.	For amending the Law relating to Private Lunatic Asylums in Ireland.	1 August and END of then NEXT SESSION.	1865
	continued					
	24, 25 Vict.	57.	1 Aug. 1861.			
14. COURTS MARTIAL (East Indies).	7, 8 Vict.	18.	6 June 1844.	To remove Doubts as to the Power of appointing, convening and confirming the Sentences of Courts Martial in the East Indies.	Continues, so far as regards Officers and Soldiers in Her Majesty's Service, during the continuance of any Act for punishing Mutiny and Desertion, &c.	
15. LANDED PROPERTY IMPROVEMENT. (Ireland.)	10 Vict.	32.	8 June 1847.	To facilitate the Improvement of Landed Property in Ireland.		
	amended					
	13, 14 Vict.	31.				
	continued					
	25, 26 Vict.	29.	30 June 1862.	As to Powers of Commissioners - - -	1 January	1864
16. POOR LAWS (Ireland).	10, 11 Vict.	90.	22 July 1847.	To provide for the Execution of the Laws for Relief of the Poor in Ireland.		
	amended					
	14, 15 Vict.	68.				
	continued					
	25, 26 Vict.	83.	7 Aug. 1862.	As to appointment of Commissioners, &c. -	23 July and END of then NEXT SESSION.	1863
17. ECCLESIASTICAL JURISDICTION.	10, 11 Vict.	98.	22 July 1847.	To amend the Law as to Ecclesiastical Jurisdiction in England.		
	continued					
	22, 23 Vict.	45.	13 Aug. 1859.	As to certain Provisions - - - -	1 August and END of then NEXT SESSION.	1862

REGISTER OF TEMPORARY LAWS NOW IN FORCE—*continued.*

Matter.	*Date.*	*Ch.*	*When passed.*	*Title of the Act.*	*Duration.*	
18. POOR LAW.	10, 11 Vict.	109.	23 July 1847.	For the Administration of the Laws for Relief of the Poor in England.		
	continued					
	23, 24 Vict.	101.	20 Aug. 1860.	As to appointment of Commissioners, &c. -	23 July	1863
19. SAVINGS BANKS. (Ireland.)	11, 12 Vict.	133.	5 Sept. 1848.	To amend the Law relating to Savings Banks in Ireland.	1 January and END of the NEXT SESSION.	1865
	revived and continud					
	25, 26 Vict.	75.	7 Aug. 1862.			
20. PRESERVATION OF THE PEACE (Ireland).	19, 20 Vict.	36.	30 June 1856.	For the better Preservation of the Peace in Ireland.	1 July and END of then NEXT SESSION.	1864
	amended					
	23, 24 Vict.	138.	28 Aug. 1860.			
	continued					
	25, 26 Vict.	24.	30 June 1862.			
21. COUNTY CESS, IRELAND.	11, 12 Vict.	32.	22 July 1848.	To facilitate the Collection of County Cess in Ireland.	1 August	1863
	amended					
	20, 21 Vict.	7.	3 July 1857.			
	continued					
	24, 25 Vict.	58.	1 Aug. 1861.			
22. SHEEP AND CATTLE (Diseased).	11, 12 Vict.	107.	4 Sept. 1848.	To prevent the spreading of contagious or infectious Disorders among Sheep, Cattle and other Animals.	1 August and END of then NEXT SESSION.	1863
	extended					
	16, 17 Vict.	62.	4 Aug. 1853.			
	continued					
	21, 22 Vict.	62.	2 Aug. 1858.			
23. COPYHOLD INCLOSURE and TITHE COMMISSIONS.	14, 15 Vict.	53.	1 Aug. 1851.	To consolidate and continue the Copyhold and Inclosure Commissions, and to provide for the Completion of Proceedings under the Tithe Commutation Acts.	1 August and END of then NEXT SESSION.	1867
	continued					
	25, 26 Vict.	73.	7 Aug. 1862.	Temporary as to appointment of Commissioners, &c.		

REGISTER OF TEMPORARY LAWS NOW IN FORCE—*continued.*

Matter.	*Date.*	*Ch.*	*When passed.*	*Title of the Act.*	*Duration.*	
24. EPISCOPAL and CAPITULAR ESTATES MANAGEMENT.	14,15 Vict.	104.	8 Aug. 1851.	To facilitate the Management and Improvement of Episcopal and Capitular Estates in England.	1 January and END of then NEXT SESSION.	1863
	continued and amended					
	17,18 Vict.	116.	11 Aug. 1854.			
	24,25 Vict.	131.	6 Aug. 1861.	*Note.*—This Act is applied by 21 & 22 Vict. c. 94, (s. 19) which is a permanent Act.		
25. CORRUPT PRACTICES PREVENTION ACT, 1854.	17,18 Vict.	102.	10 Aug. 1854.	To consolidate and amend the Laws relating to Bribery, Treating and undue Influence at Elections of Members of Parliament.	1 September and END of the NEXT SESSION.	1863
	continued					
	25,26 Vict.	109.	7 Aug. 1862.			
26. INCUMBERED ESTATES (West Indies.)	17,18 Vict.	117.	11 Aug. 1854.	To facilitate the Sale and Transfer of Incumbered Estates in the West Indies.		
	amended and continued					
	21,22 Vict.	96.	2 Aug. 1858.			
	amended					
	25,26 Vict.	45.	17 July 1862.	Temporary as to the offices, &c. of Commissioners - - - - - - - -	2 August and END of then NEXT SESSION.	1863
27. LUNATICS (SCOTLAND) ACT AMENDMENT.	21,22 Vict.	89.	2 Aug. 1858.	To amend an Act of the last Session, for the Regulation of the Care and Treatment of Lunatics, and for the Provision, Maintenance and Regulation of Lunatic Asylums in Scotland.		
	continued					
	25,26 Vict.	54.	29 July 1862.			
				As to Deputy Commissioners - - -	1 August	1864
28. GOVERNMENT OF BRITISH COLUMBIA.	21,22 Vict.	99.	2 Aug. 1858.	To provide for the Government of British Columbia.	31 December and END of then NEXT SESSION.	1862
29. CHARITABLE USES.	24,25 Vict.	9.	17 May 1861.	To amend the Law relating to the Conveyance of Land for Charitable Uses.		
	extended by					
	25,26 Vict.	17.	16 May 1862.	As to time given for Enrolling Deeds and Assurances - - - - - -	17 May	1864

REGISTER OF TEMPORARY LAWS NOW IN FORCE—*continued.*

Matter.	*Date.*	*Ch.*	*When passed.*	*Title of the Act.*	*Duration.*	
30. MUTINY ACT (Army).	25 Vict.	5.	11 Apr. 1862.	For punishing Mutiny and Desertion, and for the better Payment of the Army and their Quarters.		
				Continuance: In Great Britain - - -	25 April	1863
				- - - - Ireland, Jersey, Guernsey, Alderney, Sark and Isle of Man	1 May	1863
				- - - - Gibraltar, the Mediterranean, Spain and Portugal - -	1 August	1863
				- - - - Elsewhere in Europe, and in the West Indies and America -	1 Sept.	1863
				- - - - Cape of Good Hope, Isle of France or Mauritius, St. Helena, and Western Coast of Africa - - - - -	1 January	1864
				- - - - Elsewhere - - - - -	1 February	1865
31. MUTINY ACT (Marine Forces).	25 Vict.	6.	11 Apr. 1862.	For the Regulation of Her Majesty's Royal Marine Forces while on Shore.		
				Continuance: In Great Britain - - -	25 April	1863
				- - - - Ireland, Jersey, Guernsey, Alderney, Sark and Isle of Man	1 May	1863
				- - - - Gibraltar, Spain and Portugal -	1 August	1863
				- - - - Elsewhere in Europe, and the West Indies, North America, and Cape of Good Hope -	1 Sept.	1863
				- - - - Elsewhere - - - - -	1 February	1864
32. DWELLINGS FOR LABOURING CLASSES (IRELAND).	23, 24 Vict.	19.	15 May 1860.	To extend the Act to facilitate the Improvement of Landed Property in Ireland, and the Acts amending the same, to the Erection of Dwellings for the Labouring Classes in Ireland.	15 May and END of then NEXT SESSION.	1870
33. INDEMNITY OFFICES, &c.	25, 26 Vict.	60.	29 July 1862.	To indemnify such Persons in the United Kingdom as have omitted to qualify themselves for Offices and Employments, and to extend the Time limited for those Purposes respectively until - - - - - - - -	25 March and END of then SESSION.	1863

REGISTER OF TEMPORARY LAWS NOW IN FORCE—*continued.*

Matter.	*Date.*	*Ch.*	*When passed.*	*Title of the Act.*	*Duration.*	
34. TURNPIKE ACTS, (G. B.)	25, 26 Vict.	72.	7 Aug. 1862.	To continue certain Turnpike Acts in Great Britain.		
				As to certain Acts - - - - -	1 November and END of then NEXT SESSION.	1863
				As to certain Acts - - - - -	1 November	1863
35. MILITIA BALLOTS SUSPENSION.	25, 26 Vict.	77.	7 Aug. 1862.	To amend the Laws relating to the Ballots for the Militia in England, and to suspend the making of Lists and Ballots for the Militia of the United Kingdom.	1 October	1863
36. MILITIA PAY (G. B. & I.)	25, 26 Vict.	80.	7 Aug. 1862.	To defray the Charge of the Pay, Clothing, and Contingent and other Expenses of the Disembodied Militia in Great Britain and Ireland; to grant Allowances to certain Officers of the Militia; and to authorize the Employment of the Non-commissioned Officers.	1 September	1863
37. PARTY EMBLEMS (Ireland).	23, 24 Vict.	141.	28 Aug. 1860.	To amend an Act passed in the 13th year of Her Majesty to restrain Party Processions in Ireland.	28 August	1865
38. PENSIONS, BRITISH FORCES (India).	25, 26 Vict.	27.	30 June 1862.	To increase the Amount payable out of the Revenues of India in respect of the Rating, Pay, Pensions, and other expenses of that nature, of Her Majesty's British Forces serving in India.	31 Mar.	1867

REGISTER OF TEMPORARY LAWS NOW IN FORCE—*continued.*

Matter.	*Date.*	*Ch.*	*When passed.*	*Title of the Act.*	*Duration.*	
39. INDUSTRIAL SCHOOLS.	24, 25 Vict. continued 25, 26 Vict.	113. 10.	6 Aug. 1861. 11 April 1862.	For amending and consolidating the Law relating to Industrial Schools.	1 January	1867
40. INDUSTRIAL SCHOOLS (Scotland).	24, 25 Vict. continued 25, 26 Vict.	132. 10.	6 Aug. 1861. 11 April 1862.	For consolidating and amending the Law relating to Industrial Schools in Scotland.	1 January	1867
41. UNIONS RELIEF AID.	25, 26 Vict.	110.	7 Aug. 1862.	To enable Boards of Guardians of certain Unions to obtain Temporary Aid to meet the extraordinary Demands for Relief therein.	7 March	1863

INDEX OF TEMPORARY LAWS.

Class I.

TEMPORARY LAWS

THE DURATION OF WHICH IS CERTAIN, UNLESS SO FAR AS THEY DEPEND ON THE SITTING OF PARLIAMENT.

ARRANGED IN ORDER OF THEIR DURATION.

* The ACTS having this mark, are continued to the Date set against them, and to the End of the then next Session.

† The ACTS having this mark, are continued to the Date set against them, and to the End of the then Session.

No.	*Matter.*	*Date of last continuing Act.*	*Duration.*
17	Ecclesiastical Jurisdiction	22, 23 Vict. c. 45	1 August 1862*
9	Poor Rates, Stock in Trade Exemption	22, 23 Vict. c. 44	1 October 1862*
28	Government of British Columbia	21, 22 Vict. c. 99	31 December 1862*
24	Episcopal and Capitular Estates Management	24, 25 Vict. c. 131	1 January 1863*
41	Union Relief Aid	25, 26 Vict. c. 110	7 March 1863
33	Indemnity	25, 26 Vict. c. 60	25 March 1863†
30	Mutiny	25 Vict. c. 5	25 April 1863
31	Mutiny (Marine Forces)	25 Vict. c. 6	25 April 1863
16	Poor Laws (Ireland)	25, 26 Vict. c. 83	23 July 1863*
18	Poor Law	23, 24 Vict. c. 101	23 July 1863
10	Loan Societies	21, 22 Vict. c. 19	1 August 1863
22	Sheep and Cattle (Diseased)	21, 22 Vict. c. 62	1 August 1863*
21	County Cess (Ireland)	24, 25 Vict. c. 58	1 August 1863
26	Incumbered Estates (West Indies)	17, 18 Vict. c. 117 21, 22 Vict. c. 94	2 August 1863*
25	Corrupt Practices Prevention Act, 1854	25, 26 Vict. c. 109	1 September 1863*
36	Militia Pay (G. B. & I.)	25, 26 Vict. c. 80	1 September 1863
35	Militia Ballot Suspension	25, 26 Vict. c. 77	1 October 1863
34	Turnpike Acts (G. B.)	25, 26 Vict. c. 72	1 November 1863* 1 November 1863
15	Landed Property Improvement (Ireland)	25, 26 Vict. c. 29	1 January 1864
29	Charitable Uses	25, 26 Vict. c. 17	17 May 1864
20	Peace Preservation (Ireland)	25, 26 Vict. c. 24	1 July 1864*
27	Lunatics (Scotland) Act Amendment	25, 26 Vict. c. 54	1 August 1864

CLASS I.—TEMPORARY LAWS THE DURATION OF WHICH IS CERTAIN, &c.—*continued.*

No.	*Matter.*	*Date of last continuing Act.*	*Duration.*
6	Linen, Hempen, &c. Manufactures (Ireland)	22, 23 Vict. c. 25 -	13 August - 1864
19	Savings Banks (Ireland) - - - -	25, 26 Vict. c. 75 -	1 January - 1865*
13	Lunatic Asylums (Ireland) - - - -	24, 25 Vict. c. 57 -	1 August - 1865*
37	Party Emblems (Ireland) - - - -	23, 24 Vict. c. 141 -	28 August - 1865
12	Highway Rates, England - - - -	23, 24 Vict. c. 67 -	1 October - 1865*
11	Survey of Great Britain - - - -	24, 25 Vict. c. 65 -	31 December 1866
39	Industrial Schools - - - - -	25, 26 Vict. c. 10 -	1 January - 1867
40	Industrial Schools (Scotland) - - -		
38	Pensions, British Forces (India) - - -	25, 26 Vict. c. 27 -	31 March - 1867
8	Oaths Unlawful (Ireland) - - - -	25, 26 Vict. c. 32 -	7 July - - 1867*
23	Copyhold Inclosure and Tithe Commissions -	25, 26 Vict. c. 73 -	1 August - 1867*
32	Dwellings for Labouring Classes (Ireland) -	23, 24 Vict. c. 19 -	15 May - - 1870*
3	Coal Trade, Port of London - - -	24, 25 Vict. c. 42 -	5 July - - 1872

N.B.—By 48 Geo. 3, c. 106, if a Bill is introduced for the continuance of any Act which would expire in the same Session, and such Act shall expire before the Bill for continuing the same receives the Royal Assent, the continuing Act takes effect from the expiration of the former Act, but not so as to affect any person with any penalty in the interval.

Class II.

TEMPORARY LAWS

THE DURATION OF WHICH IS UNCERTAIN.

ARRANGED IN ALPHABETICAL ORDER.

No.	*Name.*	*Date of last continuing Act.*	*Duration.*
1	Bank of England Incorporation.	19, 20 Vict. c. 21 -	-- Till Payment of Sums due to the Bank, and Redemption of all Bank Annuities created by Parliament.
5	Bank of England Privileges.	3, 4 Will. 4, c. 98 -	-- Determinable on 12 Months' Notice after 1st August 1855, and on Repayment of Debt due from the Public to Bank.
2	Bank of Ireland -	8, 9 Vict. c. 37 - -	-- May be dissolved after 1 January 1855 on 12 Months' Notice, and Repayment of Debt due from the Public to the Bank.
7	Civil List - - -	1, 2 Vict. c. 2 - -	Six Months after the Death of Her Majesty.
14	Courts Martial (East Indies).	7, 8 Vict. c. 18 - -	-- During the continuance of any Act for punishing Mutiny and Desertion, &c.
4	East India Company's Dividend.	3, 4 Will. 4, c. 85 -	-- Dividend subject to redemption by Parliament (on 12 Months' Notice) upon and at any time after 20th April 1874. As to right to demand redemption of Dividend, *see* No. 6 of Register.

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TO

LAWS which were inserted in the Register of Temporary Laws then in force in the last REPORT of the COMMITTEE on EXPIRING LAWS.

(11 July 1862),

But which are now omitted.

Subject.	*No. in Register 1862.*	*Reason for Omission.*
Highland Roads and Bridges -	4	- - Powers of Commissioners transferred by 25 & 26 Vict. c. 105.
Cornwall Duchy - - -	19	- - Determined by the fact of the Prince of Wales having attained his majority.
Divorce Court - - -	41	- - Made perpetual by 25, 26 Vict. c. 81.
Apprehension of Offenders (France).	16	- - The continuance of these Acts necessarily depends on the maintenance of the Treaties from which they draw their origin. They cannot, however, be considered Temporary Acts within the meaning of this Report, as Parliament has no voice either in prolonging or determining them.
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The * signifies that the Act relates *exclusively* to Ireland.

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MINUTES OF THE PROCEEDINGS

OF THE

SELECT COMMITTEE

ON THE

FISHERIES (IRELAND) BILL.

(*Mr. Butt.*)

Ordered, by The House of Commons, *to be Printed,*
6 *July* 1842.
Re-printed, 26 *February* 1863.

Martis, 12° *die Aprilis*, 1842.

Ordered, That the Bill, intituled, "A Bill to regulate the Irish Fisheries," be committed to—

Lord Eliot.	Captain Jones.
Mr. Sheil.	Mr. Villiers Stuart.
Mr. Solicitor-General for Ireland.	Viscount Courtenay.
Mr. O'Connell.	Mr. Alexander Murray.
Sir Edmund Hayes.	Viscount Adare.
Sir William Somerville.	Mr. Pigot.
Mr. Young.	Mr. Redington.
Sir Robert Ferguson.	

Ordered, That Five be the Quorum of the said Committee.

Mercurii, 13° *die Aprilis*, 1842.

Ordered, That Colonel Conolly be added to the Committee.

Ordered, That Mr. Pigot be discharged from further attendance; and that Sir Denham Norreys be added to the Committee.

Jovis, 14° *die Aprilis*, 1842.

Ordered, That Sir Matthew Wood be added to the Committee.

Mercurii, 20° *die Aprilis*, 1842.

Ordered, That Mr. Maurice O'Connell be added to the Committee.

Martis, 3° *die Maii*, 1842.

Ordered, That Mr. Redington be discharged from further attendance; and that Viscount Clements be added to the Committee.

Lunæ, 9° *die Maii*, 1842.

Ordered, That the following be added to the Committee:—

Mr. Shaw.	Mr. E. B. Roche.
Viscount Newry.	Mr. Ffolliott.
Lord Hillsborough.	Mr. Stafford O'Brien.
Mr. Murphy.	Sir Thomas Esmonde.
Mr. Redington.	

Mercurii, 25° *die Maii*, 1842.

Ordered, That Mr. French be discharged from further attendance; and that Mr. Litton be added to the Committee.

Mercurii, 15° *die Junii*, 1842.

Ordered, That Mr. Thomas Martin be added to the Committee.

Mercurii, 6 *die Junii*, 1842.

Ordered, That the Minutes of the Proceedings of the Select Committee be laid before The House.

PROCEEDINGS OF THE COMMITTEE.

Martis, 26° *die Aprilis*, 1842.

PRESENT:

Mr. Solicitor-General for Ireland.	Mr. O'Connell.
Mr. Young.	Mr. Maurice O'Connell.
Mr. A. Murray.	Sir Denham Norreys.
Colonel Conolly.	Sir M. Wood.
Mr. Villiers Stuart.	Lord Eliot.
Sir R. Ferguson.	Captain Jones.
Sir William Somerville.	Viscount Courtenay.

Lord ELIOT called to the Chair.

Committee deliberate on their course of proceeding.

[Adjourned till To-morrow, at Twelve.

Mercurii, 27° *die Aprilis*, 1842.

PRESENT:

Lord ELIOT, in the Chair.

Colonel Conolly.	Mr. Solicitor-General for Ireland.
Sir Denham Norreys.	Sir Edmund Hayes.
Sir R. Ferguson.	Captain Jones.
Mr. Villiers Stuart.	Mr. Young.
Mr. Maurice O'Connell.	Sir William Somerville.
Viscount Courtenay.	Mr. A. Murray.
Viscount Adare.	Mr. O'Connell.
Mr. Sheil.	Sir. M. Wood.

Preamble read, and agreed to.

Clauses 1 and 2 postponed.

Clause 3 read, and agreed to.

Clause (A.) "Power for all watchmen, &c., to enter upon all lands fit and convenient for watching fish, &c.," inserted:—

"And be it further Enacted, That it shall be lawful for all watchmen, directors, and guiders of fishermen, and all such fishermen themselves, and such other persons as shall necessarily attend the nets or fishings at the times of fishing for herrings, pilchards, and other sea fish, to enter and go into and upon any lands, tenements, and hereditaments which do lie or adjoin near unto any fishing-place, fit, convenient, and necessary to watch and to draw or carry the fish on shore, and there to watch for the said fish, and to direct and guide the said fishermen which shall be upon the sea and sea-coasts for the taking of the said fish, and to draw and carry the said fish on shore: Provided, that no person shall be empowered or authorized by this Act to enter in or upon any enclosed garden or any tillage land with a growing crop thereon."

Clause 4 read, amended, and agreed to.

Clause 5 postponed.

Clauses 6 and 7 read, amended, and agreed to.

[Adjourned till Tuesday, 3d May, at One.

Martis, 3° *die Maii*, 1842.

PRESENT:

Lord ELIOT in the Chair.

Solicitor-General for Ireland.	Colonel Conolly.
Mr. A. Murray.	Sir Edmund Hayes.
Viscount Adare.	Mr. O'Connell.
Sir. R. Ferguson.	Sir Denham Norreys.
Captain Jones.	Mr. Sheil.
Sir William Somerville.	Mr. Young.
Mr. Villiers Stuart.	Mr. Maurice O'Connell.
Viscount Courtenay.	Sir M. Wood.

Clause 5 read, amended, and agreed to.

Clauses 6 and 7 re-considered, further amended, and agreed to.

Clause 8 read, as follows:—

"And be it Enacted, That if any person shall use any trawl or trammel-net at any season or any place on the coast, or within any estuary, when or where the use of same shall have been prohibited by any Bye-law to be made as hereinafter mentioned, he shall forfeit every such net so used, and shall for every such offence also forfeit and pay a sum not less than Two Pounds, and not exceeding Twenty Pounds."

Amendment proposed (Mr. Sheil), line 2 of the Clause,—To leave out "when or where the use of same shall have been prohibited by any Bye-law to be made as hereinafter mentioned," and to insert the words, "unless the use of same shall have been authorized by the Bye-laws hereinafter mentioned."

Question, "That the words proposed to be left out stand part of the Clause;" put.

Committee divided.

Ayes - - - 10.	Noes - - - 6.
Mr. Solicitor-General for Ireland.	Mr. A. Murray.
Sir R. Ferguson.	Viscount Adare.
Captain Jones.	Colonel Conolly.
Sir William Somerville.	Sir Edward Hayes.
Mr. Villiers Stuart.	Mr. Maurice O'Connell.
Viscount Courtenay.	Mr. Sheil.
Mr. O'Connell.	
Sir Denham Norreys.	
Mr. Young.	
Sir M. Wood.	

Clause amended, and agreed to.

Clause 9 read, amended, and agreed to.

[Adjourned till Thursday, at One.

Jovis, 5° die Maii, 1842.

PRESENT:

Lord ELIOT, in the Chair.

Mr. Villiers Stuart.	Colonel Conolly.
Mr. Solicitor-General for Ireland.	Sir R. Ferguson.
Sir Edmund Hayes.	Mr. O'Connell.
Mr. Sheil.	Captain Jones.
Viscount Adare.	Mr. A. Murray.
Sir Denham Norreys.	Mr. Young.
Mr. Maurice O'Connell.	Sir M. Wood.
Lord Clements.	Sir William Somerville.

Clauses 10, 11, 12, 13, read, amended, and agreed to.

Clause 14 read, and amended; further consideration thereof postponed.

Clause 15 read, amended, and agreed to.

Clause 16 read, as follows:—

"AND whereas doubts exist with respect to the right to catch salmon in the sea and tide-ways along the coast of Ireland, and to the use of weirs and stake-nets, bag-nets, and other fixed nets for that purpose, and it is necessary to define and declare such right; BE it therefore Declared and Enacted, That it shall and may be lawful for any person legally possessed of or entitled to any several Fishery in or along any estuary or part of the sea-coast in Ireland, under or by virtue of a grant from the Crown or otherwise, to fix or erect, or authorize and empower any lessee or assignee to fix or erect, within the limits and bounds of such Fishery, but subject to the provisions of this Act, and such regulations and restrictions as may be made by the said Commissioners pursuant to the powers hereinafter reserved to them, any Scotch-weir, or stake-weir, stake-net, bag-net, or other fixed net for the taking of Salmon."

Amendment in Preamble of Clause proposed (Colonel Conolly),—To leave out in line 5 of the Clause the word "several."

Further consideration of the question adjourned.

[Adjourned till Tuesday next, at One o'clock.

Martis, 10° *die Maii*, 1842.

PRESENT:

Lord ELIOT in the Chair.

Mr. Villiers Stewart.	Viscount Adare.
Colonel Conolly.	Mr. John Young.
Sir R. Ferguson.	Captain Jones.
Lord Clements.	Mr. Redington.
Mr. Ffolliott.	Sir Denham Norreys.
Mr. Solicitor-General for Ireland.	Lord Hillsborough.
Sir William Somerville.	Mr. Maurice O'Connell.
Mr. Shaw.	Mr. E. B. Roche.
Mr. Sheil.	Mr. Alexander Murray.
Sir M. Wood.	

Clause 16 again read.

Proposed amendment in line 5 of the Clause,—To leave out the word "several;" further considered.

Motion withdrawn.

Resolution proposed (Sir Denham Norreys),—"That any person legally possessed of a several Fishery shall be entitled to erect stake-nets, &c., in or along any estuary or part of the sea-coast of Ireland within the limits of such several Fishery, but subject to the provisions of this Act."

Committee divided:—

Ayes - - - 15.	Noes - - - 4.
Mr. M. O'Connell.	Mr. Sheil.
Sir D. Norreys.	Viscount Adare.
Mr. Solicitor-General for Ireland.	Mr. Redington.
Sir William Somerville.	Mr. G. B. Roche.
Mr. J. Young.	
Colonel Conolly.	
Sir M. Wood.	
Sir R. Ferguson.	
Captain Jones.	
Mr. Villiers Stuart.	
Mr. Alexander Murray.	
Lord Clements.	
Mr. Shaw.	
Lord Hillsborough.	
Mr. Ffolliott.	

So it passed in the affirmative.

Clause postponed as to Proviso to be added.

Clause 17 read, as follows:—

"And be it Enacted, That it shall and may be lawful for the occupier of any land adjoining the sea-shore, or any estuary, and not being within the limits of any such several Fishery, but subject to the like regulations and restrictions, to fix or erect such stake-net or other fixed nets as aforesaid, attached to that part of the shore adjoining such land: Provided always, That the placing or erection of such stake-nets or other fixed nets as aforesaid shall not give or confer any exclusive right or title to the occupancy of the said shore (except for the purpose of attaching said fixed nets thereto); saving to The QUEEN'S most Excellent Majesty, and all the subjects of this realm, the free and full exercise and enjoyment of all other rights of fishing or other rights whatsoever in or along the said sea-shore or coast, or the shore of such estuary as aforesaid, subject to the provisions herein contained."

Amendment proposed (Sir D. Norreys), in line 1,—To leave out the words, "the occupier," and to insert the following words:—"every tenant in fee simple or in fee tail, and for every tenant for life or lives, and for every tenant for a term of years, originally not less than Fourteen Years," instead thereof.

Question, "That the words proposed to be left out stand part of the Clause;" put, and negatived. Words struck out.

Question, "That the words 'every tenant, &c.,' be there inserted;" proposed.

Amendment proposed to the said proposed amendment, by adding at the end thereof the words "with the consent of the proprietor," (Mr. Murray).

Question, "That those words be there added;" put.

Committee divided.

Ayes - - - 3.	Noes - - - 13.
Colonel Conolly.	Mr. Maurice O'Connell.
Mr. Alexander Murray.	Sir Denham Norreys.
Mr. Ffolliott.	Mr. Sheil.
	Sir Wm. Somerville.
	Mr. J. Young.
	Sir M. Wood.
	Sir R. Ferguson.
	Captain Jones.
	Mr. Villiers Stuart.
	Viscount Adare.
	Lord Clements.
	Lord Hillsborough.
	Mr. E. B. Roche.

So it passed in the negative.

Original question put, and agreed to.

Words inserted.

Another amendment proposed, line 2,—To leave out the words, "or any estuary."

Question, "That the words proposed to be left out stand part of the Clause;" put.

Committee divided:—

Ayes - - - 12.	Noes - - - 4.
Mr. Maurice O'Connell.	Colonel Conolly.
Sir Denham Norreys.	Sir M. Wood.
Mr. Solicitor-General for Ireland.	Viscount Adare.
Sir Wm. Somerville.	Mr. Ffolliott.
Mr. John Young.	
Sir R. Ferguson.	
Mr. Villiers Stuart.	
Lord Clements.	
Mr. Shaw.	
Lord Hillsborough.	
Mr. E. B. Roche.	
Mr. Sheil.	

So it passed in the affirmative.

Another amendment made.

Question, "That the Clause as amended stand part of the Bill;" put, and agreed to.

[Adjourned till Thursday, at One o'clock.

Jovis, 12° *die Maii*, 1842.

PRESENT:

Lord ELIOT in the Chair.

Mr. V. Stuart.	Mr. Shaw.
Viscount Adare.	Colonel Conolly.
Mr. Alexander Murray.	Mr. Solicitor-General for Ireland.
Sir William Somerville.	Sir R. Ferguson.
Viscount Courtenay.	Mr. Redington.
Sir Denham Norreys.	Earl of Hillsborough.
Sir Thomas Esmonde.	Lord Clements.
Sir Edmond Hayes.	Captain Jones.
Mr. Maurice O'Connell.	Mr. Ffolliott.
Mr. John Young.	Mr. Murphy.
Mr. E. B. Roche.	Sir M. Wood.

Clause 18 read, as follows:

"And be it Enacted, That no drag, stake, bag or other sea net, or engine for the taking of salmon, with meshes or opening of less width than *Three Inches and a Half* between knot and knot, or angle and angle, to be measured on each side of the square, or Fourteen Inches measured round each such mesh or opening, allowing Four knots or angles to each mesh or opening, shall be used on any part of the coast of Ireland, or within any of the bays, estuaries or tide-ways thereof; and that if any person shall offend by using any such drag, stake, bag or other sea net or engine, with meshes or openings of less width than aforesaid,

aforesaid, he shall for such offence forfeit and pay any sum not less than Two Pounds, and not exceeding Ten Pounds, and such drag, stake, bag or other sea net or engine shall also be forfeited."

Amendment proposed (Colonel Conolly),—To fill up the first blank with the words "Two and a half Inches."

Amendment withdrawn.

Clause postponed.

Clause 19 read, as follows:—

"Provided always, and be it Enacted, That no such Scotch-weir or stake-weir, stake-net, bag-net or other fixed net, shall in any case be placed or erected in such a manner as to be injurious or detrimental to navigation; and that in case any such Scotch-weir, or stake-weir, stake-net, bag-net or other fixed net, now is or at any time after the passing of this Act shall be so placed and erected as in the judgment of the said Commissioners to be injurious and detrimental to navigation, it shall and may be lawful for the said Commissioners, upon due inquiry, after summoning before them the owner or owners of such weirs or nets, to declare such weirs or nets as aforesaid a nuisance; and the said Commissioners are hereby empowered, by warrant under their hands and seals, to authorize any person to abate, pull down, and destroy such weirs and nets as aforesaid, at the expense of the person erecting or placing the same: Provided always, That nothing herein contained shall be construed or taken to affect or abridge the powers of Her Majesty's High Court of Admiralty, or any other jurisdiction, in relation to the erection of such weirs or fixed nets on the sea-coast, or within the tide-ways of any estuaries."

Amendment proposed (Mr. Villiers Stuart),—After the word "same," in line 4 from the end of the Clause, to insert the words, "And if any person, without the permission of the said Commissioners, shall again create such nuisance, which shall have been abated or removed, every such person shall for such offence forfeit and pay a sum not less than Twenty Pounds."

Question, "That these words be there added;" put, and agreed to.

Another amendment proposed (Mr. Serjeant Murphy),—To insert before "Provided," in line 4 from the end of the Clause, the words, "Provided always, That in case any weir shall be injured by any vessel or other craft striking against the same, it shall be lawful for any defendant against whom any action shall be brought, or other legal proceeding had, to prove that the said weir was detrimental to the navigation; and the certificate of the said Commissioners, under their seal, or that of the major part of them, shall, without further proof of the said certificate, be deemed a sufficient defence to the said action or other proceeding: Provided also, That in case no such certificate shall have been given before the trial of the said action or other legal proceeding, then and in such case it shall be lawful to prove by evidence, before the jury or other tribunal which shall adjudicate upon the same, that the said weir is a detriment to navigation, and such proof shall thereupon be deemed equivalent to the said certificate."

Amendment withdrawn.

Other Amendments made.

Question, "That the clause as amended stand part of the Bill;" put, and agreed to.

Clause 20 read, as follows:

"Provided always, and be it Enacted, That in such parts of any estuaries where the breadth of the channel at low-water or ordinary spring-tides does not exceed *three-quarters of a Mile* statute measure, it shall not be lawful (any thing herein contained to the contrary notwithstanding) to erect any such Scotch-weir, stake, bag or other fixed net; and that in all places where the breadth of a river, the inland portion of which is frequented by salmon, does not exceed Half-a-mile statute measure, at its mouth or entrance into the sea at low-water or ordinary spring-tides, it shall not be lawful for any person (save and except the proprietor of the whole of the Fishery of the said river and estuary, being also entitled as aforesaid to the right of erection of such fixed weir or net) to place or erect any such Scotch-weir, stake, bag or other fixed net at the mouth of such river, and that it shall not be lawful for any person whatsoever to place or erect any such weir or net within One statute Mile seaward from or on either side of the mouth or entrance of any such river into the sea, the mouth or entrance of such river to be defined and determined for such purpose by the said Commissioners: and if any person shall offend by erecting any such Scotch-weir, stake, bag or other fixed net contrary to the provisions hereinbefore contained, he shall for every such offence forfeit a sum not less than Five Pounds and not exceeding Thirty Pounds, and shall also forfeit such weir or net; and the stakes thereof shall be ordered by the Justice imposing such penalty as aforesaid to be pulled down or destroyed, at the expense of the person so offending."

Amendment proposed,—"To fill up the first blank with the words "Three-quarters of a mile."

Question, "That these words be there inserted."

Committee divided:—

Ayes - - - 15.	Noes - - - 7.
Sir Denham Norreys.	Mr. Maurice O'Connell.
Mr. Solicitor-General for Ireland.	Sir M. Wood.
Sir Edmund Hayes.	Sir R. Ferguson.
Sir William Somerville.	Captain Jones.
Mr. J. Young.	Mr. Villiers Stuart.
Mr. Conolly.	Lord Clements.
Viscount Courtenay.	Sir Thomas Esmonde.
Mr. Alexander Murray.	
Viscount Adare.	
Mr. Shaw.	
Earl of Hillsborough.	
Mr. Redington.	
Mr. Ffolliott.	
Mr. Murphy.	
Mr. E. B. Roche.	

So it passed in the affirmative.

Words inserted.

Another amendment proposed (Sir R. Ferguson),—After the word "lawful," in 3d line of the Clause, to insert the words, "except within the limits and bounds of a several fishery."

Question, "That these words be there inserted;" put.

Committee divided:—

Ayes - - - 4.	Noes - - - 17.
Sir R. Ferguson.	Mr. Maurice O'Connell.
Mr. Shaw.	Sir D. Norreys.
Captain Jones.	Mr. Solicitor-General for Ireland.
Mr. Villiers Stuart.	Sir Edmund Hayes.
	Sir William Somerville.
	Mr. John Young.
	Colonel Conolly.
	Sir M. Wood.
	Viscount Courtenay.
	Mr. Alexander Murray.
	Viscount Adare.
	Earl of Hillsborough.
	Mr. Redington.
	Mr. Ffolliott.
	Sir Thomas Esmonde.
	Mr. Serjeant Murphy.
	Mr. E. B. Roche.

So it passed in the negative.

Another amendment proposed (Mr. Maurice O'Connell),—After the word "lawful," in 3d line of the Clause, to insert the words, "unless in such cases where the permission of the Commissioners for the erection of such weirs as aforesaid shall have first been had and obtained."

Question, "That these words be there inserted;" put.

Committtee divided:—

Ayes - - - 4.	Noes - - - 18.
Mr. Maurice O'Connell.	Sir D. Norreys.
Mr. Solicitor-General for Ireland.	Sir Edmund Hayes.
Mr. Villiers Stuart.	Sir William Somerville.
Lord Clements.	Mr. John Young.
	Colonel Conolly.
	Sir M. Wood.
	Sir R. Ferguson.
	Captain Jones.
	Viscount Courtenay.
	Mr. Alexander Murray.
	Viscount Adare.
	Mr. Shaw.
	Earl of Hillsborough.
	Mr. Redington.
	Mr. Ffolliott.
	Sir T. Esmonde.
	Mr. Serjeant Murphy.
	Mr. E. B. Roche.

So it passed in the negative.

Another amendment proposed (Lord Clements),—At the same place to insert the words, "excepting always where such stake-nets shall neither be detrimental to the navigation, or where any other property is concerned."

Question,

Question, "That these words be there added;" put, and negatived.

Another amendment proposed (Sir R. Ferguson),—To leave out from "and," in line 4 of the Clause, to "River," in line 10.

[Adjourned till Tuesday, 24th, at One o'clock.

Martis, 24° *die Maii*, 1842.

PRESENT:

Lord ELIOT, in the Chair.

Mr. V. Stuart.	Captain Jones.
Mr. Ffolliott.	Mr. S. O'Brien.
Mr. Shaw.	Lord Courtenay.
Mr. Conolly.	Mr. A. Murray.
Lord Adare.	Lord Clements.
Mr. Solicitor-General for Ireland.	Lord Hillsborough.
Mr. John Young.	Mr. Serjeant Murphy.
Sir D. Norreys.	Mr. E. B. Roche.
Sir W. Somerville.	Mr. M. O'Connell.
Sir R. Ferguson.	

Postponed Clause 18, read, and further postponed.

Postponed Clause 20 read.

Amendment proposed, line 3, p. 12, to leave out the word "all."

Question, "That the word 'all' stand part of the Clause;" put, and negatived.

Another amendment proposed,—To leave out from the word "estuary," in line 8, to "to," in line 9.

Question, "That the words proposed to be left out stand part of the Clause;" put, and negatived.

Other amendments made.

Clause, as amended, agreed to.

[Adjourned till Thursday, at One.

Jovis, 26° *die Maii*, 1842.

PRESENT:

Lord ELIOT, in the Chair.

Mr. Redington.	Mr. O'Connell.
Mr. Villiers Stuart.	Lord Adare.
Sir D. Norreys.	Lord Newry.
Sir Robert Ferguson.	Lord Clements.
Captain Jones.	Sir W. Somerville.
Colonel Conolly.	Mr. Solicitor-General for Ireland.
Mr. Serjeant Murphy.	Mr. Shaw.
Sir. E. Hayes.	Lord Hillsborough.
Mr. John Young.	Mr. Litton.
Mr. Ffolliott.	Lord Courtenay.
Mr. S. O'Brien.	Mr. Maurice O'Connell.

Clause (A. 2.) read, as follows:—

"And be it Enacted, That it shall not be lawful for any person to make use of stake-weirs, &c., in any river of less width than Three-quarters of a Mile wide, save and except the proprietors of a several Fishery."

Question, "That this Clause be added to the Bill;" put, and negatived.

Clause (D.) read, and agreed to, and ordered to be added to the Bill.

Clause 21 of the Bill, "Stake-nets, or Scotch-weirs shall not extend further than from high to low-water mark;" read.

Amendment proposed in line 5 of the Clause, to leave out the words "from high-water to," for the purpose of inserting the words "Ten Yards beyond."

Question, "That the words proposed to be left out stand part of the Clause;" put, and agreed to.

Amendment proposed, line 5 of the Clause, to leave out the word "ordinary."

Question, "That the word 'ordinary' stand part of the Clause;" put, and agreed to.

Amendment proposed, line 6, to leave out from "tides" to "and" in line 10, for the purpose of inserting the words following: "nor shall any such weir be so constructed as in the judgment of the said Commissioners to be capable of taking young or unsizable fish, or the fry of salmon or of any other fish."

Question, "That the words proposed to be left out stand part of the Clause;" put.

The Committee divided:—

Ayes - - - 7.	Noes - - - 15.
Mr. O'Connell.	Mr. M. O'Connell.
Sir E. Hayes.	Sir D. Norreys.
Colonel Conolly.	Mr. Solicitor-General for Ireland
Sir R. Ferguson.	Sir W. Somerville.
Mr. Ffolliott.	Mr. J. Young.
Lord Newry.	Captain Jones.
Mr. Litton.	Mr. V. Stuart.
	Lord Courtenay.
	Lord Adare.
	Lord Clements.
	Mr. Shaw.
	Earl of Hillsborough.
	Mr. Redington.
	Mr. Serjeant Murphy.
	Mr. S. O'Brien.

Question, "That the words proposed be there inserted;" put.

The Committee divided:—

Ayes - - - 16.	Noes - - - 5.
Mr. M. O'Connell.	Sir D. Norreys.
Mr. Solicitor-General for Ireland.	Sir W. Somerville.
Mr. O'Connell.	Sir R. Ferguson.
Sir E. Hayes.	Captain Jones.
Mr. J. Young.	Lord Adare.
Colonel Conolly.	
Mr. V. Stuart.	
Lord Courtenay.	
Lord Clements.	
Lord Hillsborough.	
Mr. Redington.	
Mr. Ffolliott.	
Lord Newry.	
Mr. Serjeant Murphy.	
Mr. S. O'Brien.	
Mr. Litton.	

So it passed in the affirmative.

Words inserted.

[Adjourned till Monday, at One.

Lunæ, 30° *die Maii*, 1842.

PRESENT:

Lord ELIOT, in the Chair.

Lord Clements.	Mr. Litton.
Captain Jones.	Mr. A. Murray.
Sir R. Ferguson.	Sir E. Hayes.
Sir D. Norreys.	Lord Courtenay.
Colonel Conolly.	Mr. Serjeant Murphy.
Lord Adare.	Lord Hillsborough.
Mr. Ffolliott.	Mr. S. O'Brien.
Mr. Villiers Stuart.	Mr. O'Connell.
Mr. Solicitor-General for Ireland.	Mr. M. O'Connell.
Mr. John Young.	Mr. Redington.

Clause 21 again read.

Amendment proposed,—After the word "tides" in line 6, to insert the words following: "save and except in the case of ebb and flood weirs, commonly called head-weirs, not fished by means of a fixed net."

Question,

Question, "That these words be there inserted;" put.

The Committee divided:—

Ayes - - - 8.	Noes - - - 3.
Lord Adare.	Colonel Conolly.
Lord Clements.	Mr. A. Murray.
Sir R. Ferguson.	Sir D. Norreys.
Mr. Ffolliott.	
Captain Jones.	
Mr. Solicitor-General for Ireland.	
Mr. V. Stuart.	
Mr. J. Young.	

So it passed in the affirmative.

Words inserted.

Further consideration of Clause 21 postponed.

Postponed Clause 18 read.

Clause amended, and agreed to.

Clause 21 further amended.

Amendment proposed in line 15,—To leave out the word "bag."

Question, "That the word "bag" stand part of the Clause;" put.

The Committee divided:—

Ayes - - - 16.	Noes - - - 3.
Mr. M. O'Connell.	Sir R. Ferguson.
Sir D. Norreys.	Captain Jones.
Mr. Solicitor-General for Ireland.	Mr. A. Murray.
Mr. O'Connell.	
Sir E. Hayes.	
Mr. John Young	
Colonel Conolly.	
Mr. V. Stuart.	
Lord Adare.	
Lord Clements.	
Mr. Redington.	
Mr. Ffolliott.	
Mr. Murphy.	
Mr. E. B. Roche.	
Mr. S. O'Brien.	
Mr. Litton.	

So it passed in the affirmative.

Clause amended and agreed to, and ordered to stand part of the Bill.

[Adjourned till Wednesday, at One o'clock.

[Postponed till Thursday.

Jovis, 2° die Junii, 1842.

PRESENT:

Lord ELIOT, in the Chair.

Captain Jones.	Mr. A. Murray.
Sir D. Norreys.	Mr. S. O'Brien.
Mr. Solicitor-General for Ireland.	Mr. E. B. Roche.
Colonel Conolly.	Mr. Redington.
Mr. Ffolliott.	Mr. John Young.
Sir R. Ferguson.	Sir T. Esmonde.
Mr. Serjeant Murphy.	Lord Adare.
Lord Clements.	Mr. M. O'Connell.

Clause 22 of the Bill read.

Question, "That this Clause stand part of the Bill;" put, and negatived.

Another Clause in place of Clause 22 was brought up and read, as follows:—

"And be it Enacted, That it shall not be lawful for any person within the tide-way, save and except the proprietor of a several Fishery within the limits thereof, at any time to shoot, draw or use any net for taking salmon in or at the mouth of any river (the inland or fresh-water portion of which is frequented by salmon) where the breadth of same between the banks thereof shall not exceed a Quarter of a Mile statute measure; and that it shall not

not be lawful for any person, save such proprietor as aforesaid, within such limits as aforesaid, to shoot, draw or use any net for taking salmon within Half a Mile seaward or along the coast from the mouth of any river, such mouth to be defined and ascertained, in case of dispute, by the said Commissioners; and that it shall not be lawful for any person whatsoever, save and except the proprietor of a several Fishery in the whole of a river and its tributaries, within the limits of such several Fishery, to shoot, draw or stretch nets entirely across the mouth or any other part of any river, or keep such nets remaining in the water longer than is absolutely necessary for the purpose of making a haul; and if any person shall offend by placing any net or engine in any place or manner hereby prohibited, he shall for every such offence forfeit a sum not less than Two Pounds, and not exceeding Ten Pounds."

Several amendments made.

An amendment was proposed to the Clause,—To leave out from the word "river," in line 4 from the bottom, to "and," in line 3 from the bottom.

Question, "That the words proposed to be left out stand part of the proposed Clause;" put, and negatived.

Clause amended accordingly.

Other amendments made.

Question, "That the Clause as amended be added to the Bill;" put.

The Committee divided:—

Ayes - - - 9.	Noes - - - 7.
Mr. M. O'Connell.	Colonel Conolly.
Sir D. Norreys.	Captain Jones.
Mr. Solicitor-General for Ireland.	Mr. Redington.
Mr. John Young.	Sir T. Esmonde.
Sir R. Ferguson.	Mr. Serjeant Murphy.
Mr. A. Murray.	Mr. E. B. Roche.
Lord Adare.	Mr. S. O'Brien.
Lord Clements.	
Mr. Ffolliott.	

So it passed in the affirmative.

Clause added.

Clause 23 read, amended, and agreed to.

Clause 24 amended, and agreed to.

Clause 25, "Close season for trout, &c." read.

Amendment proposed,—To leave out the words, "Fifteenth day of September," for the purpose of inserting the words "First day of November, and the Twelfth of February."

Question, "That the words proposed to be left out, stand part of the Clause," put, and negatived.

Question, "That the words proposed be there inserted;" put, and negatived.

Another amendment proposed,—To insert the words, "First day of October."

Question, "That these words be there inserted;" put, and agreed to.

Clause amended, and agreed to.

Clause 26 amended, and agreed to.

Clause (F.) added.

Clause 27 postponed.

Clause 28 amended, and agreed to.

Clause 29 agreed to.

[Adjourned till To-morrow, at One.

Veneris, 3° die Junii, 1842.

PRESENT:

Lord ELIOT, in the Chair.

Mr. Redington.	Sir T. Esmonde.
Sir R. Ferguson.	Lord Adare.
Colonel Conolly.	Mr. A. Murray.
Mr. Ffolliott.	Lord Newry.
Sir D. Norreys.	Mr. M. O'Connell.
Captain Jones.	Lord Clements.
Mr. Solicitor-General for Ireland.	

Postponed Clause 27, read.

Several amendments made.

Clause further postponed.

Clause

Clause 30 amended, and agreed to.

Clause 31 agreed to.

Several amendments made.

Clause postponed.

Clause 32, "All bag, sole, fly or stake nets, and other engines for catching salmon in the tideway, shall be removed during close season;" read.

Several amendments made.

[Adjourned till Monday, at One.

Lunæ, 6° die Junii, 1842.

PRESENT:

Lord ELIOT, in the Chair.

Mr. Solicitor-General for Ireland.	Mr. E. B. Roche.
Sir D. Norreys.	Sir T. Esmonde.
Mr. John Young.	Lord Adare.
Mr. Redington.	Mr. Serjeant Murphy.
Colonel Conolly.	Mr. O'Connell.
Mr. Ffolliott.	Lord Clements.
Mr. V. Stuart.	Mr. Litton.
Captain Jones.	Sir. R. Ferguson.
Mr. S. O'Brien.	

Clause 32 further amended.

Clause, as amended, read.

Amendment proposed,—After the words "head weirs," to insert "a clear opening of not less than Three Feet."

Question, "That these words be there inserted;" put.

The Committee divided:—

Ayes - - - 1.	Noes - - - 9.
Mr. V. Stuart.	Sir D. Norreys.
	Mr. Solicitor-General for Ireland.
	Mr. John Young.
	Colonel Conolly.
	Captain Jones.
	Mr. Redington.
	Mr. Ffolliott.
	Sir T. Esmonde.
	Mr. S. O'Brien.

So it passed in the negative.

Clause amended, and agreed to.

Postponed Clause 31, amended, and agreed to.

Clause 33 read, amended, and agreed to.

Clause 34, "Salmon or Trout not to be taken in any traps, nets, or fixed engines from Six o'clock on Saturday evening to Six o'clock on Monday morning;" read, and amended.

Amendment proposed in the last line,—To fill up the first blank with the words "Five Pounds."

Question put.

The Committee divided:—

Ayes - - - 9.	Noes - - - 5.
Sir D. Norreys.	Sir R. Ferguson.
Mr. Solicitor-General for Ireland.	Mr. V. Stuart.
Mr. O'Connell.	Sir T. Esmonde.
Mr. John Young.	Mr. Serjeant Murphy.
Colonel Conolly.	Mr. E. B. Roche.
Lord Adare.	
Lord Clements.	
Mr. Ffolliott.	
Mr. S. O'Brien.	

Blank filled up accordingly.

Another amendment proposed,—To fill up the second blank with the words "Fifty Pounds."

Question put.

The Committee divided:—

Ayes - - - 11.	Noes - - - 3.
Sir D. Norreys.	Sir R. Ferguson.
Mr. Solicitor-General for Ireland.	Mr. Serjeant Murphy.
Mr. O'Connell.	Mr. E. B. Roche.
Mr. John Young.	
Colonel Conolly.	
Mr. V. Stuart.	
Lord Adare.	
Lord Clements.	
Mr. Ffolliott.	
Sir T. Esmonde.	
Mr. S. O'Brien.	

Blank filled up accordingly.

Clause further amended, and agreed to.

[Adjourned to Wednesday, at One.

Mercurii, 8° *die Junii*, 1842.

PRESENT:

Lord ELIOT, in the Chair.

Mr. Solicitor-General for Ireland.	Sir R. Ferguson.
Colonel Conolly.	Captain Jones.
Mr. V. Stuart.	Sir D. Norreys.
Mr. Ffolliott.	Mr. John Young.
Sir W. Somerville.	Sir M. Wood.
Mr. Serjeant Murphy.	Lord Clements.
Mr. Litton.	Mr. Redington.

Clause 35 read.

Several amendments made.

Amendment proposed,—After the word "thereof," in line 7 of the Clause, to insert the words following: "in such a position, that in the lowest state of the water of such river, or branch thereof, the gate or opening may be in the direct line of the main current, so that at all times and in all seasons salmon and other fish may pass to and from the same uninterrupted by any island, bank, or strand, or other natural or any artificial obstruction; and also."

Question, "That these words be there inserted;" put.

The Committee divided:—

Ayes - - - 2.	Noes - - - 11.
Sir W. Somerville.	Mr. Solicitor-General for Ireland.
Sir D. Norreys.	Mr. J. Young.
	Colonel Conolly.
	Sir M. Wood.
	Sir R. Ferguson.
	Captain Jones.
	Mr. V. Stuart.
	Lord Clements.
	Mr. Redington.
	Mr. Ffolliott.
	Mr. Serjeant Murphy.

So it passed in the negative.

Further consideration of Clause 35 postponed.

Motion made, "That in cases where it shall be found necessary, in order to provide for the public advantage by increasing the stock of fish, to make or widen any gap or Queen's share in any weir, and thereby to impair or diminish private rights, it is the duty of this Committee to provide also the means of making reasonable compensation to the individuals whose rights are so impaired or diminished."

Amendment proposed,—To leave out from the word "That" to the end of the question, in order to insert the words following: "a Queen's gap, of a size to be limited by the Commissioners, be established in every weir extending across a river frequented by salmon: That the question of compensation shall relate only to cases in which Queen's shares or openings of greater width than that required by the Act, shall be directed by the Commissioners."

Question, "That the words proposed to be left out stand part of the question;" put, and agreed to.

Main question put, and agreed to.

[Adjourned till Friday, at One.

Veneris, 10° *die Junii*, 1842.

PRESENT:

Lord ELIOT, in the Chair.

Captain Jones.	Mr. O'Connell.
Sir D. Norreys.	Sir W. Somerville.
Mr. Ffolliott.	Mr. John Young.
Mr. V. Stuart.	Sir T. Esmonde.
Sir E. Hayes.	Mr. E. B. Roche.
Colonel Conolly.	Mr. Serjeant Murphy.
Mr. Solicitor-General for Ireland.	Mr. Redington.

Clause 35 again read.

Amendment proposed (Sir D. Norreys),—After the words "not less than," to insert "Twenty-one Feet in the clear of all walls or banks."

Question, "That these words be there inserted;" put, and negatived.

Question, "That the Clause as amended stand part of the Bill;" put, and negatived.

A Clause was proposed in substitution for Clause 35 (*vide* Clause 41 of Amended Bill).

Clause read.

Amendment proposed,—To fill up the blank in the first line with the words "The First day of June One thousand eight hundred and Forty-three."

Another amendment proposed,—To fill up the blank with "The First day of January One thousand eight hundred and Forty-three."

Question, "That the blank be filled up with the words 'First day of June One thousand eight hundred and Forty-three;'" put.

The Committee divided:—

Ayes - - - 3	Noes - - - 9.
Mr. O'Connell.	Mr. Solicitor-General for Ireland.
Mr. V. Stuart.	Sir E. Hayes.
Sir T. Esmonde.	Sir W. Somerville.
	Mr. John Young.
	Colonel Conolly.
	Sir D. Norreys.
	Captain Jones.
	Mr. Ffolliott.
	Mr. E. B. Roche.

So it passed in the negative.

Question, "That the blank be filled up with 'the First day of January One thousand eight hundred and Forty-three;'" put, and agreed to.

Several amendments to proposed Clause made.

Clause, as amended, agreed to, and ordered to be added to the Bill.

Several other proposed additional Clauses read.

Clause (H.) amended, and agreed to.

[Adjourned till Monday, at One o'clock.

Lunæ, 13° *die Junii*, 1842.

PRESENT:

Lord ELIOT, in the Chair.

Colonel Conolly.	Captain Jones.
Sir R. Ferguson.	Lord Clements
Mr. John Young.	Lord Courtenay.
Sir D. Norreys.	Sir T. Esmonde.
Mr. Ffolliott.	Mr. E. B. Roche.
Mr. V. Stuart.	Mr. Shaw.
Mr. Redington.	Mr. A. Murray.
Sir W. Somerville	Sir M. Wood.
Mr. O'Connell.	

The Committee proceeded to consider the proposed additional Clauses.

Clause (I.) read, and agreed to.

Clause (K.) read, and amended.

Amendment proposed,—After the word "situate," in line 15 of the Clause, to insert the words following: "or the tideway or estuary thereof."

Question, "That these words be there inserted;" put.

The Committee divided:—

Ayes - - - 2.	Noes - - - 10.
Sir D. Norreys.	Mr. O'Connell.
Sir W. Somerville.	Mr. John Young.
	Colonel Conolly.
	Sir Robert Ferguson.
	Captain Jones.
	Mr. V. Stuart.
	Lord Clements.
	Mr. Redington.
	Mr. Ffolliott.
	Sir T. Esmonde.

So it passed in the negative.

Clause further amended.

Amendment proposed,—To leave out the words "or proprietors of lands adjoining the same," in line 31 of the Clause.

Question, "That these words stand part of the Clause;" put, and agreed to.

Another amendment proposed, in same line,—After the word "same," to insert the words following: "and the estuary or tideway thereof."

Question, "That these words be there inserted;" put.

The Committee divided:

Ayes - - - 4.	Noes - - - 10.
Sir W. Somerville.	Mr. O'Connell.
Sir D. Norreys.	Mr. John Young.
Lord Clements.	Colonel Conolly.
Mr. E. B. Roche.	Sir R. Ferguson.
	Captain Jones.
	Mr. V. Stuart.
	Mr. A. Murray.
	Mr. Redington.
	Mr. Ffolliott.
	Sir T. Esmonde.

So it passed in the negative.

Clause further amended.

Amendment proposed,—At the end of the Clause, to add the following Proviso:—

"Provided always, That the person who shall, under the provision before mentioned, be deemed a proprietor of land, shall be the proprietor in fee-simple or fee-tail, or of a lease of lives renewable for ever or for life, with remainder to his issue, or for ever, or of a term of which not less than One hundred Years are unexpired, and from whom the fishery or right of fishing shall not have been reserved."

Question, "That this proviso be there added;" put.

The Committee divided:—

Ayes - - - 7.	Noes - - - 5.
Sir D. Norreys.	Mr. O'Connell.
Sir R. Ferguson.	Sir W. Somerville.
Captain Jones.	Mr. John Young.
Mr. V. Stuart.	Mr. Redington.
Mr. A. Murray.	Mr. Ffolliott.
Sir T. Esmonde.	
Mr. E. B. Roche.	

So it passed in the affirmative.

Proviso added.

Clause, as amended, agreed to.

[Adjourned till Wednesday, at One o'clock.

Mercurii, 15° *die Junii*, 1842.

PRESENT:

Lord ELIOT, in the Chair.

Colonel Conolly.	Mr. Redington.
Sir D. Norreys.	Captain Jones.
Sir R. Ferguson.	Sir T. Esmonde.
Mr. John Young.	Mr. Shaw.
Mr. V. Stuart.	Mr. E. B. Roche.
Sir W. Somerville.	Lord Clements.
Mr. Ffolliott.	

Resolved,

Resolved, That the appeal from the Commissioners be to the next going Judge of Assize, and which appeal shall be final.

Clauses to be prepared in conformity to the foregoing Resolution.

Clause (N.) read, and agreed to.

Clause (O.) read, amended, and agreed to.

Clause (P.) read, and agreed to.

Clause (Q.) read, and agreed to.

Clauses (R.), (S.) and (T.) agreed to.

Clause 36 of Bill read, amended, and agreed to.

Clause 37, "No obstructions shall be placed in, over or near the Queen's share, &c." amended.

Amendment proposed,—To leave out "Fifty," in line 5, and insert "One hundred."

Question, "That the word proposed to be left out stand part of the Clause;" put.

The Committee divided:—

Ayes - - - 7.	Noes - - - 2.
Sir W. Somerville.	Sir. D. Norreys.
Mr. J. Young.	Mr. E. B. Roche.
Colonel Conolly.	
Mr. V. Stuart.	
Lord Clements.	
Mr. Redington.	
Sir. T. Esmonde.	

So it passed in the affirmative.

[Adjourned till Friday, at One.

Veneris, 17° *die Junii,* 1842.

PRESENT:

Lord ELIOT, in the Chair.

Sir D. Norreys.	Sir E. Hayes.
Mr. Redington.	Mr. Litton.
Mr. Villiers Stuart.	Mr. O'Connell.
Colonel Conolly.	Mr. John Young.
Sir T. Esmonde.	Mr. Martin.
Sir W. Somerville.	Mr. E. B. Roche.
Mr. Ffolliott.	Lord Clements.

Clause (U.) added.

Clause 37 further amended, and agreed to.

Clause 38 read, amended, and agreed to.

The following Proviso to Clause 34 was proposed and read 1°:—

"Provided always, That nothing in this Clause contained shall affect in any manner or be construed to affect the rights of any proprietor or proprietors of a Fishery or Fisheries, who shall have and possess the exclusive right of fishing in any river from the source to the mouth of same, or in any inland lake; but that such proprietor or proprietors shall have full power to use any stake-nets, scoth or slob weirs, bag, fly, sole, coghill, eel, or other fixed net or basket, at such time and times and in such manner as to them may seem fit, anything in this Clause contained notwithstanding."

Question, "That this Proviso be read 2°;" put, and negatived.

Clause 39 amended, and agreed to.

Clause 40 agreed to.

[Adjourned till Monday, at One.

Lunæ, 20° *die Junii,* 1842.

PRESENT:

Lord ELIOT, in the Chair.

Captain Jones.	Mr. John Young.
Sir R. Ferguson.	Sir W. Somerville.
Mr. Redington.	Mr. Shaw.
Sir D. Norreys.	Mr. Serjeant Murphy.
Colonel Conolly.	Lord Clements.
Mr. Villiers Stuart.	Mr. E. B. Roche.
Mr. Ffolliott.	Mr. Litton.
Mr. Martin.	Mr. O'Connell.

Clause 41 read, amended, and agreed to.

Clause 42 read, amended, and agreed to.

Clause 43, "In all dams or weirs which shall be hereafter constructed, means shall be provided for the free migration of salmon and other fish;" read, and amended.

The following Proviso to Clause 43 was proposed, and read 1° and 2°:—

"Provided always, That the sluices which admit the water to the wheels of all mills or factories which derive their supply from rivers frequented by salmon, shall at all seasons of the year be kept shut for Twenty-four consecutive hours in each week, or from Twelve o'clock on Saturday night to twelve o'clock on Sunday night, so that the water may be allowed to flow freely through any existing gap in such weir or dam or any passage formed as aforesaid, or where no such gap exists or passage shall be formed, through the waste-gate on the up-stream side of the wheel sluices of such mill or factory, if such waste-gate shall be erected in a channel suitable for the passage of fish; and if the occupier of such mill or factory shall neglect or omit to keep shut for the time aforesaid the sluices admitting the water to the wheels of such mills or factories, or shall obstruct or allow to be obstructed the free discharge of the water through such gap or passage, or shall neglect to keep open, during the time aforesaid, such water-gates to a height of at least Three Feet, and to their full width, or a width of at least Four Feet, when their present width exceeds Four Feet, or shall neglect to keep open any sluice erected in such gap or passage aforesaid; then and in every such case such occupier shall forfeit and pay a sum not exceeding Five Pounds for each offence."

Proviso amended.

Amendment proposed to the proposed Proviso,—To leave out from "aforesaid," in line 6, to "and if," in line 8.

Question, "That the words proposed to be left out stand part of the proposed Proviso;" put.

The Committee divided:—

Ayes - - - 9.	Noes - - - 5.
Mr. Martin.	Colonel Conolly.
Mr. O'Connell.	Sir R. Ferguson.
Sir W. Somerville.	Captain Jones.
Mr. John Young.	Mr. Ffolliott.
Sir D. Norreys.	Mr. E. B. Roche.
Mr. Shaw.	
Mr. Redington.	
Mr. Serjeant Murphy.	
Mr. Litton.	

So it passed in the affirmative.

Proviso further amended, and added to Clause 43.

Clause, as amended, agreed to.

Clause 44 amended, and agreed to.

[Adjourned till Wednesday, at One.

Mercurii, 22° *die Junii*, 1842.

PRESENT:
Lord ELIOT, in the Chair.

Colonel Conolly.	Captain Jones.
Mr. Ffolliott.	Sir T. Esmonde.
Mr. V. Stuart.	Mr. E. B. Roche.
Mr. Martin.	Sir E. Hayes.
Mr. Redington.	Sir W. Somerville.
Sir Robert Ferguson.	Lord Clements.
Sir D. Norreys.	Mr. Shaw.
Mr John Young.	

Clause 45 read, and amended.

Further consideration of Clause 45 postponed.

Clause 46, "Size of meshes and nets in inland rivers and lakes," read, and amended.

Amendment proposed,—To fill up the blank in line 4 of the Clause with "Two."

Another amendment proposed,—To fill up the blank with "Two and a quarter."

Question, "That the blank be filled with the word 'Two;'" put, and negatived.

Blank filled up with "Two and a quarter."

Amendment proposed,—After the word "seine," in line 3 of the Clause, to insert the words following: "for the purpose of taking salmon."

Question, "That these words be there inserted;" put.

The

The Committee divided:

Ayes - - - 5.	Noes - - - 6.
Mr. Martin.	Mr. J. Young.
Sir D. Norreys.	Colonel Conolly.
Sir R. Ferguson.	Mr. V. Stuart.
Captain Jones.	Mr. Redington.
Sir T. Esmonde.	Mr. Ffolliott.
	Mr. E. B. Roche.

So it passed in the negative.

Clause further amended, and agreed to.

Clause 47 read, amended, and agreed to.

Clause 48 amended, and agreed to.

Clause 49, amended, and agreed to.

Clause (Y.) proposed, and read 1° and 2°.

Amendment proposed,—To leave out the words "or lake."

Question, "That the words 'or lake' stand part of the Clause;" put.

The Committee divided:—

Ayes - - - 4.	Noes - - - 9.
Mr. Martin.	Sir E. Hayes.
Sir W. Somerville.	Mr. John Young.
Lord Clements.	Colonel Conolly.
Mr. Redington.	Sir D. Norreys.
	Sir R. Ferguson.
	Captain Jones.
	Mr. V. Stuart.
	Mr. Shaw.
	Sir T. Esmonde.

So it passed in the negative.

Clause amended accordingly, and added to the Bill.

Clauses (Z.) and (AA.) added to the Bill.

Clause 50 amended, and agreed to.

Clause 51 amended, and agreed to.

[Adjourned till To-morrow, at One o'clock.

Jovis, 23° die Junii, 1842.

PRESENT:

Lord ELIOT, in the Chair.

Sir D. Norreys.	Captain Jones.
Mr. Ffolliott.	Sir R. Ferguson.
Mr. V. Stuart.	Mr. Shaw.
Mr. Redington.	Lord Clements.
Mr. Martin.	Mr. John Young.
Sir W. Somerville.	

Clause 52, "Penalty on taking fish or fry in works appurtenant to mills, &c." read, and amended.

Amendment proposed,—To leave out from the word "engines" to the end of the Clause.

Question, "That the words proposed to be left out stand part of the Clause;" put.

The Committee divided:

Ayes - - - 5.	Noes - - - 5.
Mr. J. Young.	Sir W. Somerville.
Sir D. Norreys.	Sir R. Ferguson.
Lord Clements.	Captain Jones.
Mr. Shaw.	Mr. V. Stuart.
Mr. Ffolliott.	Mr. Redington.

The Chairman gave his casting vote to the "Ayes."

So it passed in the affirmative.

Clause, as amended, agreed to.

Clause 53 read, amended, and agreed to.

The following Clause was proposed, and read 1°:—

"AND whereas Salmon are frequently destroyed in the wheel or watercourses of many mills or factories when returning to the sea, in the months of December, January, February, March and April; BE it therefore Enacted, That in all wheel or watercourses of mills or factories, in which it shall be proved to the satisfaction of the said Commissioners that Salmon have, during any portion of the period aforesaid, been destroyed by means of the

wheel and wheel-course or watercourse of any mill or factory, or any of them, it shall be lawful for the said Commissioners, in case the owner or occupier of such mill or factory shall not adopt such means as shall be in the opinion of the said Commissioners sufficient to prevent the destruction of Salmon as aforesaid, to require the owner or occupier of such mill or factory, by a warrant under their hands and seals (a copy whereof shall be printed, posted and published in such manner as the said Commissioners shall direct), to erect and maintain, during the period aforesaid, or any portion thereof specified in such warrant, a grating of such space between the bars thereof, not being less than Two Inches, as said Commissioners shall thereby direct, on the up-stream side of the wheel of such mill or factory so as effectually to prevent the destruction of Salmon therein or thereby; and if the owner or occupier of such mill or factory shall neglect or refuse to erect and maintain such grating as shall be so required by and during the time specified in such warrant, he shall for every such neglect or refusal forfeit and pay any sum not exceeding Thirty Pounds: Provided always, That nothing herein contained shall be construed to authorise the erection of any grating in such a manner as to be injurious to the working water-power of such mill or factory; and that in case it shall be proved to the satisfaction of the said Commissioners that the occupier of such mill or factory had used reasonable precaution to erect such grating in a manner suitable to prevent such injury to the working water-power of such mill or factory, and to keep same free from obstruction, and that a grating sufficient to prevent the destruction of Salmon as aforesaid cannot be erected and maintained without injury to such working water-power, then and in such case nothing herein contained shall be construed to require such grating to be maintained or continued."

Question, "That this Clause be read 2°"; put.

The Committee divided:—

Ayes - - - 5.	Noes - - - 6.
Sir W. Somerville.	Mr. Martin.
Mr. John Young.	Sir R. Ferguson.
Sir D. Norreys.	Captain Jones.
Mr. V. Stuart.	Mr. Shaw.
Lord Clements.	Mr. Redington.
	Mr. Ffolliott.

So it passed in the negative.

Clause 54 amended, and agreed to.

Clause 55, "Penalty on attempting to take Salmon at night, &c." read, and amended.

Amendment proposed,—To leave out the words "in the night," for the purpose of inserting the words "between sun-set and sun-rise."

Question, "That the words proposed to be left out stand part of the Clause;" put.

The Committee divided:—

Ayes - - - 4.	Noes - - - 7.
Sir D. Norreys.	Mr Martin.
Sir R. Ferguson.	Sir W. Somerville.
Captain Jones.	Mr. John Young.
Mr. V. Stuart.	Lord Clements.
	Mr. Shaw.
	Mr. Redington.
	Mr. Ffolliott.

So it passed in the negative.

Question, "That the words proposed be there inserted;" put, and agreed to.

Clause amended accordingly.

Clause further amended, and agreed to.

[Adjourned till To-morrow, at One.

Veneris, 24° die Junii, 1842.

PRESENT:

Lord ELIOT, in the Chair.

Mr. John Young.	Mr. Redington.
Mr. Solicitor-General for Ireland.	Lord Clements.
Mr. Ffolliott.	Sir R. Ferguson.
Sir D. Norreys.	Colonel Conolly.
Mr. V. Stuart.	Mr. Serjeant Murphy.
Mr. Martin.	Mr. Shaw.
Captain Jones.	

Clauses 56 and 57 amended, and agreed to.

Clause 58, "Proprietors empowered to appoint water-bailiffs, &c." read, and amended.

Amendment proposed,—To leave out the words "petty sessions for the district within which the said water-bailiff is to act," in order to insert the words following: "the petty sessions in the district where the said water-bailiff resides."

Question,

Question, "That the words proposed to be left out stand part of the Clause;" put, and agreed to.

Clause amended, and agreed to.

Clause 59 amended, and agreed to.

Clauses 60, 61, 62, 63, and 64, amended, and agreed to.

Clause 65 agreed to.

Clauses 66 and 67 amended, and agreed to.

Clause 68 agreed to.

Clause 69 amended, and agreed to.

Clause 70 agreed to.

Clause 71 amended, and agreed to.

[Adjourned till Monday, at One.

Lunæ, 27° die Junii, 1842.

PRESENT:

Lord ELIOT, in the Chair.

Mr. John Young.	Mr. Ffolliott.
Mr. V. Stuart.	Sir D. Norreys.
Colonel Conolly.	Captain Jones.
Lord Clements.	Sir T. Esmonde.
Mr. Martin.	

Clause 72 amended.

Further consideration of Clause 72 postponed.

Clause 73, "Form of conviction," read.

Amendment proposed,—To fill up the blank with "Twelve."

Question put.

The Committee divided:—

Ayes - - - 3.	Noes - - - 3.
Colonel Conolly.	Mr. V. Stuart.
Mr. Martin.	Mr. Ffolliott.
Lord Clements.	Mr. Young.

The Chairman gave his casting vote to the "Noes."

Blank filled up with "Six."

Clause, as amended, agreed to.

Clause 74, "Appeal from convictions to quarter sessions;" read.

Amendment proposed,—To fill up the blank with "Five."

Question put.

The Committee divided:—

Ayes - - - 4.	Noes - - - 2.
Colonel Conolly.	Mr. V. Stuart.
Mr. Martin.	Mr. J. Young.
Mr. Ffolliott.	
Lord Clements.	

Blank filled up accordingly.

Clause, as amended, agreed to.

Clause 75, agreed to.

Clauses 76, 77, 78, and 79, agreed to.

Clauses 81, 82, and 83, amended, and agreed to.

Clause 84, "Application of penalties," read.

Amendment proposed,—To leave out all the words after the word "Act," in line 4.

Question, "That the words proposed to be left out stand part of the Clause;" put.

The Committee divided.

Ayes - - - 4.	Noes - - - 1.
Colonel Conolly.	Lord Clements.
Mr. V. Stuart.	
Mr. Ffolliott.	
Mr. J. Young.	

So it passed in the affirmative.

Clause agreed to.
Clauses 85 and 86 agreed to.
Clause 87 read, amended, and agreed to.
Clause 88 postponed.
Clause 89 agreed to.
Postponed clause 1 amended, and agreed to.
Postponed Clause 2 amended, and agreed to.
Postponed Clause 14 amended, and agreed to.
Clause (E.) added.
Clauses (L.), (M.), and (X.) added.
Clause (BB.) added.
Postponed Clause 72 agreed to, as amended.
Schedule (A.) added.

[Adjourned till Wednesday, at One.

[Postponed till Thursday.

Jovis, 30° die Junii, 1842.

PRESENT:

Lord ELIOT in the Chair.

Colonel Conolly.	Mr. John Young.
Mr. Martin.	Captain Jones.
Sir D. Norreys.	Sir T. Esmonde.
Sir R. Ferguson.	Mr. E. B. Roche.
Mr. Redington.	Mr. Ffolliott.
Sir W. Somerville.	Mr. Litton.
Mr. V. Stuart.	Lord Courtenay.
Mr. Solicitor-General for Ireland.	Lord Clements.
Sir M. Wood.	

The following Clause was proposed, and read 1°:—

"AND whereas, under various provisions in the hereinbefore repealed Acts, the rivers Rathmelton, Lachagh, Donegall, Bundrouse, all in the county of Donegall; the river of Sligo; the river Shannon, from the sea to the Island of St. Thomas, above the Salmon Weir belonging to the city of Limerick; the river Boyne, Loughlean, the rivers of Lanne and Curragh, in the county of Kerry; the river Lee, which runs to the city of Cork; the river Busk, in the county of Antrim; the river Newport, in the county of Mayo; the river Earn, or Salmon Fishery at Ballyshannon; the river of Lough Foyle, in the counties of Londonderry, Donegall, and Tyrone; the river Bandon, in the county of Cork; the river Blackwater, in the county of Waterford; and the river Slaney; have certain periods for fishing therein, specified in the said hereinbefore repealed Acts; BE it Enacted, That the respective proprietors and farmers of the above-named rivers and fisheries shall be permitted to fish in the said above-named rivers, at such times and seasons and in as full and ample a manner as if the said hereinbefore-named Acts had not been by this Act repealed; provided that, within Six Months after the passing of this Act, they make to the Commissioners appointed under this Act a Return specifying the Close Season or period to be observed on each such river and fishery, which shall not be less than One hundred and Twenty-four Days, and such Close Time shall be observed in such fisheries unless altered as hereinafter provided; and notice of such Close Time, and of any alteration thereof, shall be given at the expense of the said proprietors, as in this Act required in cases of the alteration of Close Time under this Act."

Question, "That this Clause be read 2°;" put.

The Committee divided:—

Ayes - - - 7.	Noes - - - 8.
Colonel Conolly.	Mr. Solicitor-General for Ireland.
Mr. Martin.	Mr. V. Stuart.
Mr. Ffolliott.	Mr. Roche.
Sir M. Wood.	Sir W. Somerville.
Captain Jones.	Mr. Redington.
Sir R. Ferguson.	Sir T. Esmonde.
Mr. Litton.	Sir D. Norreys.
	Mr. John Young.

So

So it passed in the negative.

Proviso added to Clause 27.

Clause (G.) added.

Clause (C.) added.

Postponed Clause 45, "No person to use nets for the taking of Salmon in inland rivers where no several fishery exists;" read, and amended.

Amendment proposed,—After the word "salmon" to insert the words following: "or trout, unless in cases where a general public right of fishing for salmon with such nets in the nature of a common of piscary has been enjoyed for a space of Twenty Years next before the passing of this Act."

Question, "That these words be there inserted;" put.

The Committee divided:—

Ayes - - - 15.	Noes - - - 1.
Mr. Solicitor General for Ireland.	Lord Clements.
Colonel Conolly.	
Mr. Martin.	
Mr. Ffolliott.	
Mr. V. Stuart.	
Mr. Roche.	
Sir W. Somerville.	
Mr. Redington.	
Sir T. Esmonde.	
Captain Jones.	
Sir R. Ferguson.	
Sir D. Norreys.	
Mr. John Young.	
Mr. Litton.	
Lord Courtenay.	

So it passed in the affirmative.

Clause amended accordingly, and agreed to.

Clause 88 agreed to.

Clause (DD.) added.

[Ordered to Report.

MINUTES OF THE PROCEEDINGS

OF THE

SELECT COMMITTEE

ON THE

FISHERIES (IRELAND) BILL.

(Mr. Butt.).

Ordered, by The House of Commons, *to be Printed*,
6 *July* 1842.
Reprinted, 26 *February* 1863.

70.
403 of 1842.

Under 4 *oz.*

REPORT

FROM THE

SELECT COMMITTEE

ON

HOLYHEAD HARBOUR;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE,

MINUTES OF EVIDENCE,

APPENDIX, AND INDEX.

Ordered, by The House of Commons, *to be Printed,*
14 *July* 1863.

Martis, 12° *die Maii*, 1863.

Ordered, That a Select Committee be appointed to inquire into the state of Holyhead Harbour, with a view to ascertain the best method of affording safe and efficient accommodation for the vessels engaged in the Irish Mail Service, and for the Passengers conveyed by them.

Lunæ, 1° *die Junii*, 1863.

Committee nominated of—

Colonel Dunne.	Mr. Milner Gibson.
Mr. Corrie.	Mr. Stansfeld.
Mr. Laird.	Mr. Herbert.
Colonel Pennant.	Mr. Dalglish.
Colonel Vandeleur.	Colonel French.
Lord Naas.	Lord John Browne.
Mr. John Tollemache.	Lord Richard Grosvenor.
Mr. Lefroy.	

Ordered, That the Committee have power to send for persons, papers, and records.

Ordered, That Five be the quorum of the Committee.

Martis, 14° *die Julii*, 1863.

Ordered, That the Committee have power to report their observations and opinion, together with the Minutes of Evidence taken before them, to the House.

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REPORT.

THE SELECT COMMITTEE appointed to inquire into the State of HOLYHEAD HARBOUR, with a view to ascertain the best method of affording safe and efficient ACCOMMODATION for the VESSELS engaged in the IRISH MAIL SERVICE, and for the PASSENGERS conveyed by them;——HAVE considered the matters to them referred, and have agreed to the following REPORT:—

YOUR COMMITTEE appointed to examine into the state of Holyhead Harbour, have chiefly directed their attention to the question of the safety and accommodation afforded for landing the mails and passengers conveyed by the steam packets which run between that port and Kingstown in Ireland.

They have examined several witnesses conversant with the locality, the captains of the steam vessels and other naval officers, as well as engineers, acquainted with the present state of the works, and officials connected with the Postal Service, and have received such suggestions as they thought fit to offer.

In presenting this Evidence to the House, your Committee have to submit the following observations and conclusions:—

It appears that the wooden jetty in its present state does not give sufficient accommodation for landing either mails or passengers. In strong northerly winds there is considerable difficulty and delay in bringing vessels of the length of the mail packets alongside; and in bad weather, the discomfort to passengers landing on so exposed a situation as this jetty is severely felt.

In order to remedy these inconveniences, various proposals have been made on the part of the Government; but it does not appear that anything has been done more than driving additional piles in order to strengthen the jetty and narrow the apertures; and the engineer of the Government has stated that he hesitated to erect a shed on so frail a structure. Watson. Treasury Letters, 1862. Hawkshaw.

In the year 1859 a contract was made with the Dublin Steam Company, jointly with the London and North Western Railway Company, to convey the mails to and from Kingstown and Euston-square in 11 hours (a copy of the contract will be found in the Appendix), and by it power was given to the Government to inflict a penalty of 1 *l.* 14 *s.* per minute for every minute exceeding this stipulated time.

The contractors assert that Government cannot inflict these penalties, not having given the facilities for landing the mails and passengers at Holyhead, which, on its part, it was bound to afford; and although the time has been frequently exceeded, the penalties have never been inflicted. When this contract was made the Government had determined to erect piers marked B. on the accompanying map, and an estimate of 425,000 *l.* was laid before Parliament, and a contract actually made for its construction; and this item will be found in the Estimates for the years 1859–60 (No. 1). Watson. Hawkshaw, 509.

In 1860, the Government determined to abandon the construction of these piers marked B. on the map, and considering the large sum of 425,000 *l.*, which they were estimated to cost, and the evidence given against their position, your Committee are not disposed to question this decision; but the companies contracting assert that their contract was founded on the accommodation which these piers would afford for its performance, and that if these piers be not built, they are entitled to obtain equivalent accommodation elsewhere.

Two plans have been suggested to your Committee for giving increased accommodation to the mail passenger service. The first is to construct a breakwater marked D. on the plan, which, commencing from the point where are now the Dublin Company's Stores, should run over rocks called the Inner Platters, so far in the direction of the Stag Rock as to shut out Carmel Point, and thus protect the head of the present wooden jetty, C. The evidence of Admiral Evans, R.N., of Captain Keane, R.N., and Captains Triphook and Payne, shows that this would provide every necessary facility for bringing the vessels along either side of it, and enable it, when strengthened, to bear a shed for the accommodation of passengers, fulfilling every requirement that either does, or may be anticipated to exist for this service. Mr. Abernethy, an engineer of great experience in such constructions, estimates the cost of this breakwater at about 50,000 *l.* (exclusive of the cost of the erection of the shed).

The second plan proposed is to remove the present Admiralty jetty marked C. on the plan, altering the Camber, so as to allow the packets to come alongside the pier at that part called the Extension, at E., and to deepen the water alongside, putting a shed on the stone pier. This plan, if effected, seems to supply all that is required for the safety and convenience of the packets arriving from Dublin; but, as Mr. Watson asserts that the departure of the packets will in future take place (as now) from the wooden jetty, it will require a shed to be run out on it, sufficiently to protect the passengers. Mr. Hawkshaw, the Government engineer, gives the following estimate for these and other works:—

	£.
Extension of stone pier, and such wooden work as may be necessary - - - - - - - - - - Deepening the inner harbour of Holyhead alongside - - Removing Admiralty jetty, &c. - - - - -	- 13,000
Making a gridiron for cleaning the Companies' steam vessels, to which they say they are entitled - - -	- 4,000
Improving the curves of the present railway at the point marked on map, so as to prevent necessity of delay in changing engines - - - - - - - -	- 10,000
Shed to end of wooden jetty at lighthouse - - - -	- 6,000

It is to be observed that the duty of Government to facilitate the passenger traffic, as well as the postal service, has ever been recognized. The Report of the Select Committee of 1853, which forms the basis of the present arrangements, deals throughout with both passenger as well as postal accommodation. Sir Robert Peel made it the argument for demanding the first grant for Holyhead Harbour; and in various Reports and Minutes since published by authority, but especially in the Treasury Minute dated 19 October 1855, the political reasons for Government assistance to the conveyance and accommodation of passengers as well as to the postal service is fully set forth.

Dublin Chamber of Commerce. 2284 / 1855. Rendel's mem. 1665 / 55. 5204 / 55. Wilson's minutes. 16751 / 55.

It appears to your Committee that the clause of the contract which entitles the Government to the moiety of any sum over 35,000 *l.*, received from passengers, gives it a direct pecuniary interest in providing for their accommodation.

In the Estimate of the present year, 1863–4, a sum of 70,000 *l.* has been inserted as the estimated cost of works in connexion with the pier for the landing and embarking of mails and passengers, instead of the 445,000 *l.* inserted in previous Estimates; it appears that either of the plans suggested to your Committee would amount to less than the estimate for the works which stand the Estimates of the proposed year.

Your Committee have therefore adopted the following recommendations:—

1. That additional accommodation for the landing of passengers and mails should be afforded at Holyhead with as little delay as possible.

2. That when this is afforded, the Government should inflict on Companies penalties for any unnecessary delay beyond the period specified in the contract.

14 *July* 1863.

PROCEEDINGS OF THE COMMITTEE.

Martis, 9° *die Junii*, 1863.

MEMBERS PRESENT:

Colonel French.	Mr. Stansfeld.
Colonel Vandeleur.	Mr. Milner Gibson.
Mr. Herbert.	Lord Richard Grosvenor.
Mr. Laird.	Colonel Dunne.
Mr. Lefroy.	Lord Naas.
Mr. Tollemache.	

Colonel DUNNE called to the Chair.

Committee to meet on Tuesdays and Fridays.

[Adjourned till Tuesday next, at Twelve o'clock.

Martis, 16° *die Junii*, 1863.

MEMBERS PRESENT:

Colonel DUNNE in the Chair.

Mr. Lefroy.	Colonel French.
Mr. Laird.	Mr. Dalglish.
Mr. Tollemache.	Lord Richard Grosvenor.
Lord John Browne.	Colonel Vandeleur.
Mr. Stansfeld.	Mr. Corry.
Mr. Milner Gibson.	Colonel Pennant.

The Committee examined Mr. *William Watson* and Captain *Triphook*.

[Adjourned till Friday next, at Twelve o'clock.

Veneris, 19° *die Junii*, 1863.

MEMBERS PRESENT:

Colonel DUNNE in the Chair.

Colonel French.	Mr. Herbert.
Mr. Milner Gibson.	Colonel Pennant.
Mr. Stansfeld.	Mr. Corry.
Mr. Tollemache.	Mr. Dalglish.
Lord John Browne.	Colonel Vandeleur.
Mr. Lefroy.	Lord Naas.
Mr. Laird.	Lord Richard Grosvenor.

The Committee examined Mr. *Hawkshaw*, C.E., and Captain *Keane*, R.N.

[Adjourned till Tuesday next, at Twelve o'clock.

Martis, 23° *die Junii*, 1863.

MEMBERS PRESENT:

Colonel DUNNE in the Chair.

Colonel French.	Lord Richard Grosvenor.
Lord Naas.	Mr. Lefroy.
Lord John Browne.	Mr. Milner Gibson.
Mr. Corry.	Mr. Laird.
Colonel Vandeleur.	Mr. Stansfeld.
Mr. Herbert.	Colonel Pennant.

The Committee examined Captain *Williams*, Captain *Payne*, Captain *Stuart*, and Captain *Sullivan*.

[Adjourned till Friday next, at Twelve o'clock.

Veneris, 26° *die Junii*, 1863.

MEMBERS PRESENT:

Colonel DUNNE in the Chair.

Colonel French.	Mr. Dalglish.
Mr. Milner Gibson.	Colonel Vandeleur.
Mr. Stansfeld.	Lord Naas.
Mr. Tollemache.	Mr. Corry.
Lord John Browne.	Colonel Pennant.
Mr. Lefroy.	

The Committee examined Captain *Priest*, Captain *Skinner*, Mr. *Bond*, and Mr. *Calver*.

[Adjourned till Tuesday next, at Twelve o'clock.

Martis, 30° *die Junii*, 1863.

MEMBERS PRESENT:

Colonel DUNNE in the Chair.

Colonel French.	Mr. Dalglish.
Mr. Milner Gibson.	Lord Richard Grosvenor.
Mr. Tollemache.	Colonel Pennant.
Lord John Browne.	Mr. Lefroy.
Mr. Laird.	Mr. Stansfeld.
Mr. Corry.	

The Committee examined Mr. *Edward Page*, The Earl of *Bessborough* (attending by permission of the House of Lords), Mr. *Abernethy*, Admiral *Evans*, R.N., and Mr. *Watson*.

[Adjourned till Friday next, at Twelve o'clock.

Veneris, 3° die Julii, 1863.

MEMBERS PRESENT:

Colonel DUNNE in the Chair.

Colonel French.	Mr. Laird.
Mr. Milner Gibson.	Colonel Pennant.
Mr. Tollemache.	Mr. Corry.
Lord John Browne.	Mr. Dalglish.
Mr. Lefroy.	Mr. Stansfeld.

The Committee further examined Mr. *Hawkshaw*, Mr. *Stuart*, Mr. *Abernethy*, and Mr *Watson*.

Room cleared, and Committee deliberated.

Motion made, and Question proposed, "That the Chairman be requested to draw up a Report, to have it printed, and sent to Members to be considered at their next meeting"—(Mr. *Dalglish*).—Question put, and agreed to.

[Adjourned till Tuesday, 14 July, at Twelve o'clock.

Martis, 14° die Julii, 1863.

MEMBERS PRESENT:

Colonel DUNNE in the Chair.

Colonel Pennant.	Lord Naas.
Mr. Dalglish.	Mr. Stansfeld.
Lord Richard Grosvenor.	Mr. Herbert.
Mr. Milner Gibson.	Mr. Corry.
Mr. Laird.	Mr. Tollemache.
Mr. Lefroy.	

A letter from Messrs. *Stewart & Watson* was read:—Motion made, and Question proposed, "That the said letter be printed in the Appendix"—(Mr. *Laird*).—Question put, and agreed to.

Draft Report proposed by the Chairman, read 1°, as follows:—

"1. Your Committee appointed to examine into the state of Holyhead Harbour, have chiefly directed its attention to the question of the safety and accommodation afforded for landing the mails and passengers conveyed by the steam packets which run between that port and Kingstown in Ireland.

"2. They have examined several witnesses conversant with the locality, the captains of the steam vessels, and other naval officers, as well as engineers, acquainted with the present state of the works, and officials connected with the Postal Service, and have received such suggestions as they thought fit to offer.

"3. In presenting this Evidence to the House, your Committee have to submit the following observations, and the conclusions to which they have been induced to arrive.

"4. It appears that the present wooden jetty does not give sufficient accommodation for landing either mails or passengers. In strong northerly winds there is considerable danger in bringing vessels of the length of the present mail packets alongside of it, and in all northerly winds it is attended with considerable delay, while with any wind, when it rains, the discomfort felt by passengers, especially by females, while landing on so exposed a situation as this jetty, is severely felt.

"5. During previous Sessions of Parliament the Government frequently promised in the House of Commons and elsewhere, that in order to remedy these inconveniences, the wooden jetty should be solidified, and a shed to defend the persons landing should be placed on it; but it does not appear that anything has been done more than driving a few additional piles in order to strengthen it, and the engineer of the Government has stated that he hesitated to erect a shed on so frail a structure. Watson. Treasury Letters, 1863. Hawkshaw.

"6. In the year 1859 a contract was made with the Dublin Steam Company, jointly with the Northern and Western Railway Company, to convey the mails to and from

Kingstown and Euston-square in 11 hours (a copy of the contract will be found in an Appendix), and by it power was given to the Government to inflict a penalty of 1*l.* 14*s.* per minute for every minute exceeding this stipulated time.

Watson.

"7. The contractors assert that Government cannot inflict these penalties, not having given the facilities for landing the mails and passengers at Holyhead, which, on its part, it was bound to afford; and although the time has been frequently exceeded, penalties do not seem ever to have been inflicted by the Government officers. When this contract was made the Government had determined to erect piers marked B on the accompanying map, and a sum of 425,000*l.* was voted by Parliament, and a contract actually made for its construction; and this item will be found in the Estimates for the years 1859-60 (No. 1).

Hawkshaw, 509.

Plan of 1846.
Estimate 1857.
Rendel's Letter.

"8. It appears also that previously to this a sum of 150,000 *l.* had been granted for the erection of a pier, which was not applied to that purpose; and those interested seem to have a right to expect at least the outlay of a sum, if even more moderate than the sums of 425,000 *l.* and 150,000 *l.*, already voted by Parliament. In 1860, the Government determined to abandon the construction of these piers marked B on the map, and considering the large sum of 425,000 *l.*, which they were estimated to cost, and the evidence given against their position, your Committeee ar not disposed to question this decision; but the companies contracting assert that their contract was founded on the accommodation which these piers would afford for its performance, and that if these piers be not built, they are entitled to obtain equivalent accommodation elsewhere.

"9. It seems most desirable for the performance of the mail and passenger service, that Government should possess the power of inflicting penalties, and in order to indisputably establish this right, your Committee have examined two plans, either of which would, it considers, effect this object.

"10. The first is to construct a breakwater marked D on the plan, which, commencing from the point where are now the Dublin Company's Stores, should run over rocks called the Inner Platters, so far in the direction of the Stag Rock as to shut out Carmel Point, and thus protect the head of the present wooden jetty, C. The evidence of Admiral Evans, R.N., of Captain Keane, R.N., and Captains Triphook and Payne, shows that this would provide every necessary facility for bringing the vessels along either side of it, and enable it to have a shed for the accommodation of passengers, fulfilling every requirement that either does, or may be anticipated, to exist for this service.

"11. Mr. Abernethy, an engineer of great experience in such constructions, estimates the cost of this breakwater at about 50,000 *l.*, a sum trifling when compared with the sums of 425,000 *l.* and 150,000 *l.* already not only contemplated, but even voted by Parliament.

"12. The second plan proposed is to remove the present Admiralty jetty marked C on the plan, filling up the recess called the Camber, so as to allow the packets to come along the stone pier at that part called the extension at E, and to deepen the water alongside this pier, putting a shed on the stone pier. This plan, if effected, seems to supply all that is required for the safety and convenience of the packets arriving from Dublin; but, as Mr. Watson asserts the departure of the packets will take place (as now) from the wooden jetty, it will require a shed to be run out on it sufficiently to protect the passengers. Mr. Hawkshaw, the Government engineer, gives the following estimate of these alterations: —

	£.
Extension of stone pier, and such wooden work as may be necessary Deepening the inner harbour of Holyhead alongside - - - Removing Admiralty jetty, &c. - - - - - - - -	13,000
Making a gridiron for cleaning the Companies' steam vessels, to which they say they are entitled - - - - - - -	4,000
Improving the curves of the present railway at the point marked on map, so as to prevent necessity of delay in changing engines - - - - - - - - - - - -	12,000
Shed to end of wooden jetty - - - - - - - -	6,000

"13. The Companies have stated, through their agents, that they are ready to enter into negotiations with the Government for the renewal of the penalties for delay required by the contract; and whether they are at present entitled to repudiate them or not, it appears to your Committee that the Government should have the power to inflict penalties for any unreasonable delay above 11 hours.

Dublin Chamber of Commerce.
2284

1855.
Rendel's mem.
1665

55.
5204

"14. It is to be observed that the duty of Government to facilitate the passenger traffic, as well as the postal service, has ever been recognised. The Report of the Select Committee of 1853, which forms the basis of the present arrangements, deals throughout with both passenger as well as postal accommodation. Sir Robert Peel made it the argument for demanding the first grant for Holyhead Harbour; and in various Reports and Minutes since published by authority, but especially in the Treasury Minute of Mr. Wilson, dated 19th October 1855, the political reasons for Government assistance to the conveyance and accommodation of passengers as well as to the postal service, is fully set forth.

55.
Wilson's minutes.
16751

"15. In addition, that clause of the contract which entitles the Government to the moiety of any sum over 35,000 *l.*, which may be received from passengers, gives it a direct pecuniary interest, and imposes the duty of providing for their accommodation.

55.

"16. You

"16. Your Committee have therefore adopted the following Resolutions:—

"1. That the present landing-pier at Holyhead is, in strong northerly winds, unsafe for the present mail steamers, which frequently causes delay in landing mails and passengers, and gives insufficient accommodation for either.

"2. That this accommodation should be at once afforded.

"3. That when it is afforded, the Government should inflict on Companies penalties for any unnecessary delay beyond the period mentioned in the contract.

"4. That of the plans submitted to the Committee, the Government should adopt one and enter into negotiations with the Company for enforcing the contract.

"5. That the time of transit should not be diminished.

"6. That the Government should afford accommodation to the Dublin Steam Packet Company for cleaning their vessels.

"7. That the infliction of fines should be separate, so that each Company should suffer alone of its own default or delay."

Draft Report proposed by Mr. *Dalglish*, read 1°, as follows:—

"Your Committee have taken evidence, and report—

"1. That the present accommodation at Holyhead is quite sufficient for the embarkation and landing of the mails, and for the safety of the steamers and trains conveying the mails.

"2. That the witnesses called by the Dublin Steam Packet Company have given evidence that the plan of proposed piers attached to the Civil Service Estimate of 1859, is not suited for the use of the mail steamers, and that the present pier is preferable.

"3. That it is in evidence that the average sea-passage of the mail steamers was 3 hours 53½ minutes, during a period of the first year; and 4 hours 6½ minutes during last year; and that the average passage during a period of two years and eight months has been four hours.

"4. That the average time for making fast the steamers and landing the mails at Holyhead is only 30 seconds more than at Kingston.

"5. That the Committee are satisfied the mail steamers have no claim for exemption from penalties for non-fulfilment of their contract, further than the exemptions provided for by the 11th clause of the contract.

"6. That in 1862 the mails were 874 times late.

"7. That the penalties which were fairly exigible amount to 24,549 *l.*

"8. That Government should take advantage of the first break in the contract to separate the contracts into land and sea contracts, so that each set of contractors may be liable to the Government for their delay.

"9. The London and North Western Railway Company have stated that the construction of the piers shown in the plan of 1859, would have been of great value to the Railway; and the Company avers that they entered into the contract for carrying the mails, in the belief that the piers would be completed, and made their terms much lower, in consideration of the prospective advantages.

"10. They complain that the Railway Company sustain a heavy loss annually by carrying the mails, while the Government have abandoned all intention of carrying out the construction of the piers.

"11. That the average journeys of the Railway were—

1st year - - - - -	6 hours	49	minutes,
Last year - - - - -	6 „	46	„

"12. That a shed at the arrival pier of the steamers would add much to the comfort of the passengers.

"13. That if any money is to be expended by Government for that purpose, the Committee call the attention of Government to the plan suggested by the President of the Board of Trade, and prepared by Mr. Hawkshaw, C. E.

"14. The Committee are of opinion that if a mercantile port is to be created within the Harbour of Refuge of Holyhead, the construction of such port should be left to public enterprise.

" 15. That the present accommodation is an ample fulfilment of the contract as far as the mail steamers are concerned, and that if any breach of contract has taken place as regards the Railway, it should be arranged by arbitration."

Draft Report proposed by Colonel *French*, read 1°, as follows:—

" 1. The Committee on Holyhead Harbour report that they have examined witnesses on the present condition of the harbour, more especially as regards the accommodation already provided for the Mail Packet Service with Ireland, and with regard to the accommodation which appears to have been in contemplation prior to the year 1859.

Watson, 20, 22
Triphook, 334.
Hawkshaw, 479.
Keane, 919.
Williams, 1066.
Payne, 1236.
Skinner, 2183.
Calver, 2244.
Bond, 2277. Bessborough, 2483. Evans, 2691. Abernethy, 2631.

" 2. The evidence of nearly all the witnesses sufficiently establishes the fact, that the present accommodation is inadequate to the requirements of the only line of mail, and the principal line of passenger communication between England and Ireland, and with the avowed object mainly of providing for which the costly works of Holyhead Harbour were originally undertaken.

Triphook, 335, 336.
Keane, 925.
Williams, 1070.
Payne, 1236.
Priest, 1778. Bond, 2278, 2284. Evans, 2694.

" 3. Naval as well as other witnesses, gave their decided testimony that, in certain winds, the present landing-place is attended with danger, both to the public and to the mail packets.

Watson, 63. 294.
Stewart, 1431.
Stanley, 1619.

" 4. Evidence has been brought forward on the part of the co-contractors, the London and North Western Railway Company, and the City of Dublin Steam Company, that very extensive and commodious packet piers in deep water, near the entrance of the New Harbour, had been agreed to by Government, and sanctioned by Parliament, prior to the execution of the existing postal contract on 3d January 1859, and further, that the contract had actually been let for the construction of these piers for the sum of 450,000 *l.*

Stewart, 1433.

Watson, 15.
Hawkshaw, 682.
Stewart, 1432, 1482.

" 5. It has further been established, that the present landing-place, called the Great Eastern Jetty, constructed solely of timber, was only intended for temporary use, while the larger permanent stone packet piers might be in course of construction.

Stewart, 1441.
Stanley, 1620.

" 6. It would further appear, that subsequently to the execution of the postal contract, the Government arrived at the conclusion that it would not be necessary to proceed with those permanent piers, and accordingly cancelled the contract for their construction.

Watson, 12.
Stewart, 1452, 1522.
Stanley, 1619.
Stewart, 1439, 1532.

" 7. To this change of the arrangements the co-contractors for the mail services do not appear to have been consenting parties; on the contrary, they state that they had relied on the construction of the large works, as having influenced them to enter into the terms of the present postal contract.

Watson, 60.
Stewart, 1547.

" 8. On the other hand, no covenant is contained in the postal contract which gives the clear and distinct right to the Companies to insist on the construction of these piers, the evidence brought forward merely going to the extent of inferentially giving them such claim.

Watson, 22.

" 9. In consequence it would appear of the imminence of danger to the public and packets on some occasions, remonstrances were addressed on the part of the contractors

Watson, 25.

for the sea service which led to discussions during last year, as to providing such extent of shelter at the Timber Jetty as would prevent the sea and wind passing through it.

" 10. Arrangements were also proposed with the object of remedying some of the other causes of detention and inconveniences to which the Railway Company had been subject, on and between the jetty and the station of Holyhead.

" 11. As a condition for agreeing to execute all those additional works in connexion with

Watson, 25.
Stewart, 1540.

the present landing-place (the estimated cost of which was 32,500 *l.*), the Treasury stated that they would require that the co-contractors should agree to a reasonable modification of the conditions of the contract with regard to the exaction of penalties, which the adoption of the proposed improvements might justify.

Stewart, 1455. 1537.

" 12. To this the Railway Company conveyed their readiness to accede on condition of the Government contributing the sum of 50,000 *l.* towards works which they had in contemplation in the old Harbour of Holyhead, as some compensation for the sacrifice they felt it would be, to release the Government from the alleged obligation to construct the permanent piers.

Watson, 252.

" 13. The Steam Company also conveyed their readiness to enter into the proposed negotiation.

See printed correspondence, Treasury Minute, 21 October 1862.

" 14. The Government having ultimately decided not to entertain the claim of the railway, the negotiation therefore fell to the ground.

Watson, 24.
See Letter from Captain Priest of 21st April

" 15. It would appear, however, that with the object of providing such shelter for the packets as would enable them to get alongside in any wind with safety, the Government gave instructions to solidify the open jetty, that is, to prevent the breaking of the sea and wind

wind through it, and to place a roof on the top, with screen wall, for the protection of passengers from the weather. The work of filling in the jetty has been so far only partially done, as from the evidence it appears that the sea still passes through with considerable force; and no roof, with its proposed screen, has yet been erected for the passengers. It would appear that the engineer entertains doubts whether so exposed a jetty would be able to stand if this protection from the weather were provided in the way indicated,

1863, in printed correspondence ordered to be printed 5 May 1863.
Hawkshaw, 603 & 607.
Hawkshaw, 603.

"16. The Committee have also considered it to be within the scope of their inquiry to take evidence on the performance of the mail service between London and Dublin, for which a very large sum is annually voted by Parliament.

"17. The Inspector General of Mails has produced returns, and given in evidence, that the night mails, and more especially the up night mails, are not conveyed with the punctuality which is necessary for so important a service; but the co-contractors, on the other side, assert, that whenever irregularity has been the case, it has been caused either by causes "beyond control," as provided for by the terms of the postal contract, or in consequence of the want of the conveniences and accommodation which would have been provided by the construction of the packet piers agreed to in the year 1858. All parties to the contract, however, agree, that the penalties in the postal contract for exceeding the stipulated time, are, at present, a dead letter, and no attempt has been made to bring them into operation.

Page, 2398. 2399.
Watson, 304.
Stewart, 1423. 1424.
Watson, 2822.
Stewart, 1584.
Page, 2414. 2417.

"18. Thus it would appear, that while the Post Office complain of irregularity in the arrivals of the night mails, and attribute the same to the want of power to enforce fines on the contractors, no decisive means have yet been adopted by Government to obtain this power by providing adequate accommodation at Holyhead for the packets and railway trains.

Page, 2418.

"19. The Committee have heard a great deal of evidence as to the means of providing adequate pier accommodation at Holyhead. Three principal plans have been brought under consideration; one, the execution of the large works contracted for in 1859. Independently of the great cost of these works, estimated at 425,000*l.*, grave and apparently well founded objections, have been made, as to their position, the majority of professional witnesses strongly condemn them on the grounds of want of shelter, and as being in the way of the anchorage for vessels seeking refuge. Next, was a plan for the construction of a stone pier, north of the Great Eastern Jetty, which not only would afford complete protection, but would further considerably increase the accommodation for packets of the large class, now engaged in the mail service.

Estimates for Civil Service No. 1, to year ending 31 March 1859.
Triphook, 382.
Keane, 983. 985.
Williams, 1126.
Payne, 1306.
Sulivan, 1689.
Skinner, 2202.
Bond, 2309.
Evans, 2706.

"20. This plan has been strongly advocated by the principal witnesses, whose professional knowledge and experience entitle their opinions to great weight. If the plan were limited to providing shelter for the timber jetty, the estimated cost would not exceed 50,000*l.*, and could be completed to that extent in a short time. The additional cost for the purpose of making it available also for packet use at both sides, would be 100,000*l.*, the total amount would not exceed the sum included in the original estimates laid before Parliament for the purposes of the packet service.

Watson, 59.
Triphook, 355. 379.
Keane, 943. 978.
Williams, 1075.
Payne, 1241. 1317.
Skinner, 2189.
Bond, 2300.
Abernethy, 2524.
Evans, 2701.
Hawkshaw, 506.

"21. The third plan consists of improvements at the present Lighthouse Quay, the estimated cost of completing the same is the moderate sum of 13,100*l.* independently of the roofing already provided for in the estimates of last year, and of a gridiron in the new harbour.

Abernethy, 2537.
2545. 2540.

"22. To the adoption of this plan the co-contractors for the mail service, appear willing to be consenting parties. But your Committee are of opinion that of a question of so much importance as the intercourse between London and Dublin, a larger view should be taken, than merely providing what will satisfy those Companies, and that the interests of the public and the public service should be the paramount consideration. The weight of evidence having so greatly preponderated in favour of the proposed stone packet pier, to run by the Inner Platters on the north side of the Great Eastern Jetty, the Committee recommend that measures be adopted by the Government to have this work undertaken and completed with the least possible delay, and, that on the completion of such works, the companies be held liable for penalties in all cases of irregular performance other than those allowed by the conditions of the postal contract, to be separately applicable to the land and sea service.

"23. In the opinion of your Committee the through fares from London to Dublin have been considerably increased. The cause for so doing has not been made out by the Western Company."

Resolutions proposed by Mr. *Tollemache*, read 1°, as follows:

"1. That the plan proposed by Mr. Hawkshaw marked A. for altering and erecting buildings on the existing landing piers at Holyhead, and for deepening the harbour on the south side of those piers, will probably answer all that is at present required for the Holyhead and Kingston packet service.

"2. That to ensure the proper performance of the postal service and passenger traffic between London and Kingston, power should be obtained for enforcing reasonable penalties in the event of the non-fulfilment of the contract.

"3. That the alterations in the agreement proposed by the contractors, and as appended to these resolutions, are reasonable, and should be acceded to by the Government.

Motion made, and Question proposed, That the Draft Report proposed by the Chairman be now read a second time, paragraph by paragraph—(Lord *Naas*).—Amendment proposed, to leave out the words "The Chairman," in order to insert the words "Mr. Dalglish" instead thereof.—Question put, That the words "The Chairman" stand part of the Question.—The Committee divided:

Ayes, 6.	Noes, 4.
Mr. Laird.	Mr. Milner Gibson.
Colonel Pennant.	Lord R. Grosvenor.
Lord Naas.	Mr. Dalglish.
Mr. Lefroy.	Mr. Stansfeld.
Mr. Herbert.	
Mr. Tollemache.	

Main Question put, and agreed to.

Draft Report read a second time, paragraph by paragraph.

Paragraphs 1, 2, and 3, agreed to.

Paragraph 4.—Amendment made:—Amendment proposed, to leave out in line 1 the words "does not give," in order to insert the word "gives"—(Mr. *Dalglish*)—instead thereof.—Question put, That the words proposed to be left out stand part of the paragraph.—The Committee divided:

Ayes, 8.	Noe, 1.
Mr. Milner Gibson.	Mr. Dalglish.
Lord R. Grosvenor.	
Mr. Laird.	
Colonel Pennant.	
Lord Naas.	
Mr. Lefroy.	
Mr. Herbert.	
Mr Stansfeld.	

Another amendment proposed in line 2, to leave out the words "mails or"—(Lord *R. Grosvenor*).—Question, That the words proposed to be left out stand part of the paragraph, put, and agreed to.

Another amendment proposed, to leave out in line 3 the word "danger"—(Mr. *Milner Gibson*).—Question, That the word "danger" stand part of the paragraph, put, and negatived.

Another Amendment proposed, to insert the word "difficulty"—(Mr. *Lefroy*)— instead thereof.—Question put, That the word "difficulty" be there inserted.—The Committee divided:

Ayes, 5.	Noes, 4.
Mr. Laird.	Mr. M. Gibson.
Colonel Pennant.	Lord R. Grosvenor.
Lord Naas.	Mr. Dalglish.
Mr. Lefroy.	Mr. Stansfeld.
Mr. Herbert.	

Another amendment proposed, to insert after the word "difficulty" the words "and delay."—Question, That the words "and delay" be there inserted, put, and agreed to.

Another amendment proposed, to leave out the words "Vessels of the length of"—(Mr. *M. Gibson*).—Question, That those words stand part of the paragraph, put, and agreed to.

Question put, That this paragraph, as amended, stand part of the proposed Report.—The Committee divided:

Ayes, 5.	Noes, 4.
Mr. Laird.	Mr. Milner Gibson.
Colonel Pennant.	Lord R. Grosvenor.
Lord Naas.	Mr. Dalglish.
Mr. Lefroy.	Mr. Stansfeld.
Mr. Herbert.	

Paragraph

Paragraph 5.—Amendment proposed, to leave out from the word "During" in line 1, to the word "that" in line 2, inclusive—(Lord *Naas.*)—Question, That the words proposed to be left out stand part of the paragraph, put, and negatived.

Another amendment proposed, to insert after the word "inconveniences" the words "various proposals have been made on the part of the Government"—(Lord *Naas.*)—Question, That those words be there inserted, put, and agreed to.

Other amendments made.—Paragraph, as amended, agreed to.

Paragraphs 6 and 7 amended, and agreed to.

Paragraph 8.—Amendment proposed, to leave out from the word "It" in line 1, to the word "Parliament" in line 4.—(Colonel *Pennant.*)—Question, That the words proposed to be left out stand part of the paragraph, put, and negatived.—Paragraph, as amended, agreed to.

Paragraph 9.—Amendment made:—Question, That this paragraph, as amended, stand part of the proposed Report, put, and negatived.

Paragraph 10.—Amendments made:—Question, That this paragraph, as amended, stand part of the proposed Report, put, and agreed to.

Paragraph 11.—Amendments made:—Amendment proposed, to leave out from the word "shed" to the end of the paragraph—(Mr. *Stansfeld.*)—Question put, That the words proposed to be left out stand part of the paragraph.—The Committee divided:

Aye, 1.	Noes, 8.
Mr. Laird.	Mr. M. Gibson.
	Lord R. Grosvenor.
	Colonel Pennant.
	Lord Naas.
	Mr. Lefroy.
	Mr. Herbert.
	Mr. Stansfeld.
	Mr. Corry.

Another amendment proposed, after the word "shed" to add the words "the estimated cost of the eastern breakwater, as proposed by the Admiralty and sanctioned by the Treasury in 1857"—(Mr. *Corry.*)—Question put, That those words be there added.—The Committee divided:

Ayes, 3.	Noes, 7.
Mr. Laird.	Mr. M. Gibson.
Lord Naas.	Lord R. Grosvenor.
Mr. Corry.	Colonel Pennant.
	Mr. Dalglish.
	Mr. Lefroy.
	Mr. Herbert.
	Mr. Stansfeld.

Paragraph, as amended, agreed to.

Paragraph 12, amended, and agreed to.

Paragraph 13.—Question put, That this paragraph stand part of the proposed Report.—The Committee divided:

Ayes, 3.	Noes, 7.
Mr. Laird.	Mr. M. Gibson.
Colonel Pennant.	Lord R. Grosvenor.
Mr. Tollemache.	Lord Naas.
	Mr. Lefroy.
	Mr. Herbert.
	Mr. Stansfeld.
	Mr. Corry.

Paragraph 14.—Amendments made.

Question, That this paragraph, as amended, stand part of the proposed Report, put, and agreed to.

Paragraph 15, amended, and agreed to.

Amendment proposed, after paragraph 15, to insert the following paragraph:—"In the Estimate of the present year 1863-4, a sum of 70,000 *l.* has been inserted as the estimated cost of works in connexion with the pier for the landing and embarking of mails and passengers, instead of the 445,000 *l.* inserted in previous Estimates. After deducting whatever portion of this sum may have been laid out on solidifying the wooden jetty, the

remainder of the sum of 70,000 *l.* will be applicable to carrying out either of the plans submitted by your Committee, and the adoption of either would be a saving of expense on the sum actually inserted in the Estimate for the present year"—(Colonel *Dunne*).—Question proposed, That this paragraph be inserted in the proposed Report:—Amendment proposed to the proposed Amendment, by leaving out from the word "Estimates" to the end of the paragraph, in order to add the words, "It appears that either of the plans suggested to your Committee would amount to less than the estimate for the works which stand in the Estimates of the proposed year"—(Lord *Naas*)—instead thereof.—Question, That the words proposed to be left out stand part of the proposed Amendment, put, and negatived.—Words added.—Paragraph, as amended, agreed to, and added to the proposed Report.

Paragraph 16.—Amendments made:—Amendment proposed, to leave out Section 3—(Mr. *Stansfeld*).—Question put, That Section 3 stand part of the paragraph.—The Committee divided:

Ayes, 6.	Noes, 4.
Mr. Laird.	Mr. M. Gibson.
Lord Naas.	Lord R. Grosvenor.
Mr. Lefroy.	Colonel Pennant.
Mr. Herbert.	Mr. Stansfeld.
Mr. Tollemache.	
Mr. Corry.	

Other amendments made.—Another Amendment proposed, to insert the words, "That additional accommodation for the landing of passengers and mails should be afforded at Holyhead with as little delay as possible"—(Lord *Naas*).—Question, That those words be there inserted, put, and agreed to.

Sections 4, 5, 6, and 7 of paragraph 16, disagreed to.

Paragraph, as amended, agreed to.

Question, That this Report be the Report of the Committee to the House, put, and agreed to.

Ordered to Report, together with the Minutes of Evidence and Appendix.

EXPENSES OF WITNESSES.

NAME of WITNESS.	Profession or Condition.	From whence Summoned.	Number of Days absent from Home under Orders of Committee.	Expenses of Journey to London and back.	Allowance during Absence from Home.	TOTAL Expenses allowed to Witness.
				£. s. d.	£. s. d.	£. s. d.
Captain Priest	Capt. of Mail Packet	Kingstown (Ireland)	5	6 14 –	5 5 –	11 19 –
Mr. Bond	Pilot	Liverpool	3	3 15 –	3 3 –	6 18 –
Captain Keane	Capt. of Mail Packet	Kingstown (Ireland)	15	6 8 –	15 15 –	22 3 –
Captain Payne	Capt. of Mail Packet	Kingstown (Ireland)	8	6 8 –	8 8 –	14 16 –
Captain Williams	Capt. of Mail Packet	Kingstown (Ireland)	8	6 8 –	8 8 –	14 16 –
Captain Triphook	Capt. of Mail Packet	Holyhead	4	6 8 –	4 4 –	10 12 –
Captain Skinner	Capt. of Mail Packet	Belfast	5	5 – –	5 5 –	10 5 –
				TOTAL £.		91 9 –

MINUTES OF EVIDENCE.

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PLAN OF
HOLYHEAD NEW HARBOUR
shewing
PROPOSED STEAM PACKET PIERS
ON THE EASTERN SIDE OF THE HARBOUR
Referred to in Mr. Hawkshaw's Report of Sept.r 30, 1857 & Feb.y 2, 1858
and also shewing
The Stone Packet Pier (D) proposed to the
Select Committee on Holyhead Harbour June 1863.

Scale 800 Feet = 1 Inch

0 800 1600 2400 ft

BREAKWATER
NORTH
INNER PIER
OUTER PIER
RETURN PIER
A
B
C
D
a a
b b
c c

REFERENCE.

A. Floating Landing Pier, proposed by Mr. Rendel 1856
B. Stone Piers, proposed by Mr. Hawkshaw 1857.
C. Temporary Wooden Jetty at present in use 1863.
D. Stone Packet Pier, proposed by Mr. Watson June 1863.
a.a. Present course of Mail Packets sweeping round Vessels at anchor.
b.b. Courses of Mail Packets to Piers proposed by Mr. Hawshaw
c.c. Former course of Mail Packets "Banshee" &c. before construction of Great Breakwater.

MINUTES OF EVIDENCE.

Martis, 16° *die Junii*, 1863.

MEMBERS PRESENT:

Lord John Browne.
Mr. Corry.
Mr. Dalglish.
Colonel Dunne.
Colonel French.
Mr. Milner Gibson.
Lord Richard Grosvenor.
Mr. Laird.
Mr. Lefroy.
Colonel Pennant.
Mr. Stansfeld.
Mr. John Tollemache.
Colonel Vandeleur.

COLONEL DUNNE, IN THE CHAIR.

WILLIAM WATSON, Esq., called in; and Examined.

W. Watson, Esq. 16 June 1863.

1. *Chairman.*] WILL you state to the Committee what your situation relative to the Dublin Steam Packet Company is?—I am a Managing Director of it.

2. Do you recollect any contract being made with the Government for the carriage of mails from Dublin to Holyhead and back again?—Yes; acting on the part of the Company, I made it myself.

3. Can you state, generally, what that contract was?—The contract was to carry the mails twice a-day between London and Dublin; it was a joint contract with the London and North Western Company, who had the railway between Holyhead and London, to carry the mails twice each way in 11 hours to and from Kingstown, or in 11½ hours to and from Dublin.

4. Who acted on the part of the London and North Western Company?—The Marquis of Chandos conducted the negotiations, and Mr. Stewart, the Secretary.

5. Have you got a copy of that contract?—Yes.

6. Will you state the purport of it?—The purport of it was to carry the mails twice a-day in that time each way.

7. Were there any conditions which the Government promised to fulfil connected with that contract?—There were.

8. Will you state what those conditions were?—With regard to the landing accommodation at Holyhead, in the original proposition to the Government on the subject, as it was to be to carry the mails in a given time between the two capitals, it was essential that we should have proper accommodation for the packets at Holyhead (otherwise it could not be done in the time); that we should have due facility for safety, and proper berthing accommodation, and so forth: so that in all of our letters we made it a condition that proper piers, rails, and appliances, with free and uninterrupted access, should be provided for those packets four times a-day.

9. Did the Company agree to any penalties in case those voyages were not performed within a certain time?—Yes, certainly they did.

10. But were those penalties to be inflicted unless the Government performed their part of the bargain and gave sufficient landing piers?—Certainly not. A condition was put in, at the instance of the Treasury, to refrain from asking for penalties till they had completed the piers which they were to make. Instead of undertaking to make the piers, it was put in that shape that they would not ask for penalties until they were made. But of course the contractors, both for the land and the sea, anticipated that there would be no difficulties in getting to the piers, though we had not actually a covenant in the contract to make them.

11. But penalties were not to be enforced till the piers were made?—Certainly not.

12. Were the piers alluded to in that contract any particular piers, or only general piers sufficient for the landing?—We conceived that they were the piers provided by Mr. Hawkshaw in his original report in September 1857.

13. Could you point it out on the plan?—Yes; those are the piers marked pink (*pointing out the same upon the plan*).

14. Have those piers ever been built?—They have not been commenced.

15. Has any substitute sufficient for landing been afforded to the Company in place of those piers?

W. Watson, Esq.
16 June 1863.

piers?—Certainly not; nothing but that temporary wooden jetty, which is marked pink on the map.

16. Nothing has been done but a temporary wooden pier; placed where?—Where it is marked pink, in continuation of the stone pier.

17. The other part of the pier is a stone pier?—Yes, it is; it is the old original pier, which has been built for many years.

18. The extension of that is made of wood?—Yes.

19. Do you conceive that sufficient or safe for the vessels to run alongside?—Certainly not; it is not nearly sufficient nor safe in certain weathers: in many weathers it answers admirably; but with a north-east wind, if the wind is strong, it is unsafe.

20. Have there been any instances in which the packets have been delayed in running alongside that pier?—A great many instances; but there is one in the printed correspondence, which I will just read, and that will be sufficient; but I could give many others. It is a letter written by the commander who commanded the "Munster," on the 26th of last December, after some works had been done to the jetty in order to prevent the sea from passing through it. He says, in writing to our Secretary on that point: "I beg to acquaint you, the long and unavoidable detention in landing the mails on the 20th instant, at 1.54 a.m., was caused by a heavy northerly gale. The wind and swell were driving so completely through the piling of the jetty, that it was only by having eight good hawsers fast that the ship was prevented from breaking adrift, and driving down on the rocks, so dangerously close to leeward. We were compelled to keep the engines moving steadily ahead all the time the mails and passengers were being landed, so as to drag the ship as near as possible to the pier; which, of course, endangered carrying away our ropes, by being compelled to bring so great a strain on them. In heavy gales, from north to north-east, the lower and exposed part of the jetty is quite unsafe for such large steamers as the 'Munster.' The delay on the two previous nights (although not to the same extent) was caused by the swell setting the ship off from the jetty before the ropes could be hauled and secured." I cannot but remark that the commander, in his anxiety to land the mails, did what I think was very unsafe; he could only keep his ship up close to the jetty by keeping steam going through the engines, thereby straining the ropes. If the engineer had given a little too much steam, the result must have been that the ropes would have snapped; and the possibility is that the passengers, who were then on the gangway, would have tumbled into the water, and probably been drowned; which makes us feel the thing so sensitively, because he would have been liable, and I suppose we should have been held liable for the act of the commander in the discharge of his duty.

21. You think that the Government have not fulfilled their part of their contract in not giving you a sufficient pier?—They have not even begun to do so.

22. Have you made any remonstrances to the Government officers?—The whole of the correspondence has been with that object. As soon as we had signed the contract with the London and North Western Company, in January 1859, we commenced at once to represent the want of shelter at this very place; but in every other respect, the service has worked admirably.

23. Has the Government made any provision to render it more safe?—They did, early last year.

24. When was the negotiation commenced?—In November 12 months (that is, November 1861), there was a similar case to that; and I forwarded a letter, containing the official report of our commander, to the Duke of Somerset. There was one of our Irish Peers on board, and he undertook to gain attention to it at once; the result of that was an interview at the Admiralty with the Duke himself and Lord Clarence Paget and Mr. Hawkshaw; and then it was promised that this wooden jetty should be, as it was termed, solidified, to prevent the sea passing through, and that a roof was to be put on it, with a screen-wall underneath.

25. What was the date of that promise?—I must go on to say that that eventuated in a letter from the Treasury, proposing to us to do those things, if we would undertake to come in under some modified system of penalties. We had conceived in addition to this, in order to make the whole thing right, so as to give us a weather berth in all winds, that there should be some strong structure on the north side of it, as we cannot take the north side of the wooden jetty in northerly winds; but the Treasury distinctly said that they would not go on with the negotiation with us, or with the London and North Western Company, unless we withdrew that requisition for this stone wall; and accordingly we did so, and did consent to enter into a negotiation if they simply, as our letter expressed it, made the place safe by preventing the water passing through in a gale of wind, putting on a roof to shelter the passengers, and a screen to keep the wind off the ship, and from drifting her away: for you will observe that the rocks are excessively close, and if a ship got adrift she never would be brought up; she must strike upon those rocks. Then it is not only the loss of the ship, but how the postal service would be carried on after one of those ships gets damaged, I cannot see.

26. What is the date of this promise with regard to solidifying the pier?—That was contained in a letter from the Treasury of the 31st March 1862, written by Mr. Peel.

27. That is 12 months since?—Yes, more than 12 months since.

28. What was the date at which your service commenced under that contract?—The 1st of October 1860.

29. Was a remonstrance made by you very early in the commencement of the service of the insufficiency of the pier?—Before we commenced, in 1859. I have many letters here which are not yet printed. The first official communication, I may say, I made to Mr. Hawkshaw himself in March 1859.

30. Was the first remonstrance as to the landing-pier made by the Company after the service commenced, or at the time it commenced? Was it at an early period of the service that the remonstrance was made, pointing out that the contract on the part of the Government was not fulfilled? I should say certainly it was; we did not then write until we had some cases of those difficulties; but before we commenced the service we drew the attention of the Government to the want of shelter after the contract was signed.

31. And

31. And nothing was done from that time?—Nothing has been done up to this moment.

32. Are the Committee to understand you to say that, when an accident occurred, you made another remonstrance?—We did, on several occasions.

33. Since that letter of Mr. Peel (to which you alluded) in 1862, has anything been done?—Yes; there has been something done, but not sufficient. Instead of making the pier, as we understood it, solid, in order to prevent any water passing through, there have been piles driven down to the ground down the centre of the jetty; but those piles are about 1 foot 9 inches apart from one another, so that they allow still the passage of the water against our ships.

34. Do you think that if that were completed, the pier would be sufficient for either the comfort or the safety of the passengers and the ships?—Certainly not sufficient; all that we said was that it would be safe. If that pier were made solid, to prevent the water going through, and a roof was placed on it with a screen-wall, we considered that it would be safe; that is to say, that the ship would not get into such a position as if they were open.

35. Could not that have been done since the promise was made?—That is a question for an engineer, I think, to answer, because of course there has been ample time for it.

36. Are you aware why it was not done?—We understood that, in point of fact, the thing would not stand if the water had not a passage through it: that is what we understand; we have no official knowledge of it.

37. Is it your own belief that the water would break over it?—My own opinion all through was that the water would either knock it down or break over it.

38. In either case, what would be the result?—If the jetty stood and the water broke over it, I do not see how the passengers could land when the sea was breaking over the top of the jetty; and of course, if the thing was carried away, the postal service between England and Ireland must stop, because there is no other place for those packets to go to unless the mails were landed in boats.

39. Even if it were solidified and the roof put on, you would not consider that a fulfilment of the contract on the part of the Government?—Certainly not, as regards giving sufficient accommodation.

40. Therefore the Company would not be liable to a penalty?—Certainly not, without their own consent.

41. Under the contract, you consider that there could be no fine imposed upon the Company if they merely got the accommodation which I am speaking of?—Certainly not.

42. Did the Government ever remonstrate on the delay of the mails?—The Post Office authorities, whenever the mails are beyond 11 hours in the passage, invariably write officially to Mr. Stewart, the Secretary of the London and North Western Company, on behalf of both Companies, to call for an explanation, which is, of course, invariably given.

43. When that explanation is given, have the Government ever attempted to put in force the fines?—No; they never spoke of such a thing.

44. In fact, you consider that they could not do so?—There is, practically, no clause for the enforcement of fines in the present contract; that is the view which we take of it.

45. You have stated the inconveniences which you are put to: do you think that those piers that were proposed by Mr. Hawkshaw, and marked blue in the map, would be sufficient or desirable for the Steam Packet Company?—There is no doubt that they would be amply sufficient, and we concurred when Mr. Hawkshaw recommended them.

46. What was the objection to their being made?—We objected to them at first ourselves, on the ground that we conceived it would be impossible to keep a clear road to them from the head of the breakwater through the vessels anchoring for shelter; but of course, under the contract, we were entitled to a clear road.

47. What vessels do you mean, and where situated?—Under the lee of the large breakwater, which is marked pink; that is the anchorage ground for vessels seeking refuge.

48. That is outside the inner dotted lines, is it not?—Yes; it is outside that.

49. Is that within the harbour of refuge?—That is the best part of the harbour of refuge.

50. Then vessels, practically, never enter the harbour of refuge?—I believe that large vessels generally anchor outside; it being far more convenient to go there under shelter of it, and to get away again.

51. Is it not practically the case that vessels never enter the harbour of refuge?—I do not think that large vessels do; small vessels do.

52. You would have to go right through the vessels anchored under the lee of that blue?—There would be no other way of getting to this pier.

53. Therefore that road must be kept clear?—Clearly.

54. Do you think that that is possible?—That is a nautical question. I judge from what the commanders of the packets tell me; I do not think it possible.

55. That was the objection made by the officers commanding your packets?—That was so.

56. Are you aware what was the expense of those piers?—It is stated in the report that 425,000 *l.* was the estimate for making those piers, or somewhat about that sum.

57. Were those piers the original ones that were proposed?—No, they were not.

58. Are they marked on that plan?—No, they are not marked on that plan; they are marked on Mr. Rendel's plan. When the harbour was first projected as a packet harbour and as a refuge harbour, Mr. Rendel had not made up his mind exactly what would be the best position for the packets; nor did he do so, I think, until early in the year 1856, when he prepared a very judicious report, showing the requirements for the mail service, though the plan was not satisfactory; and as soon as I saw it, I communicated with Mr. Rendel, when he received the thing very well, sent me a copy of his plan, and asked me to give our idea as to what accommodation should be provided for the Irish mail packets, which I did, and embodied it in a letter, which I should be glad of an opportunity of submitting to the Committee.

59. Will you read it to the Committee?—Yes; it gives exactly the views which I am now prepared to give to the Committee verbally. It is dated, "City of Dublin Steam Packet Company's Offices, 3 April 1856: Dear Sir,—In compliance with your request that I would return one of the plans of Holyhead Harbour, which you

W. Watson, Esq.

16 June 1863.

you were so kind as to send me, with any suggestions which I might wish to make as to the best arrangements for a mail packet pier, I now beg to do so, trusting that you will receive the suggestions as dictated solely by the anxious desire to promote what may be found best suited to the exigencies of the very arduous mail service which is now in contemplation. It would be presumptuous on my part to enter into a lengthened statement to you of the requirements of a mail packet pier at Holyhead; your own knowledge of the subject, and of the locality, renders that unnecessary." (I mentioned that, because Mr. Rendel's own evidence, before the Committee in 1853, alluded to our requirements so satisfactorily, that it showed that he was quite acquainted with the locality.) "I will therefore confine my remarks to such points as come more immediately within my own province as managing the mail packet service. Besides the obvious requirements of any pier for the landing and embarkation of mails and passengers, it will be indispensable, keeping in view the adoption of the intended improvement in the communication, that the utmost certainty and facility of approach should be attained under all circumstances, and the most perfect arrangements provided for the transfer of the mails, passengers in large numbers, and their luggage from the vessels to the railway carriages. These operations must be performed in a few minutes, as the entire time which will be allowed for the transit to London will probably not exceed 11 hours. The landing-pier should be so placed as to allow the commanders of the packets to bring them up with perfect confidence that they are not likely to meet with any obstructions, and that they may with most unerring certainty be able to lay the vessels alongside, close to the railway carriages waiting on the pier ready to receive the mails and passengers. We have also to bear in mind, that risk of collision or damage is not only to be most carefully guarded against on its own account, and on account of the delay to the particular transit on which it may occur, but further, that as the intended packets will so far exceed in speed any vessel afloat, or likely to be built, it will be impossible to provide a suitable substitute, from any other quarter, in the event of their being disabled. The original plan of the new harbour, with the great northern breakwater just covering the entrance by the Outer Platters, would have afforded access to mail packets without obliging them to pass among vessels taking shelter; but the extension of that breakwater, while it vastly increases the refuge accommodation, renders it far less eligible as a packet harbour: for in that locality, crowds of vessels may be expected, in severe weather, gladly to avail themselves of the excellent shelter which you have thus provided for them. It is the risk of having to pass among these vessels in all weathers, by night as well as by day, which makes me feel so apprehensive of the landing-place being inside the harbour: for, no matter what the regulations of the harbour may be, or how great the vigilance of the harbour-master in enforcing them, on many occasions there would be the utmost difficulty in the way of the mail packets approaching the proposed landing-stage, and, at times, no less difficulty in leaving it. The floating-stage is further open to the objection of affording but one side for the use of the large vessels; they would therefore be exposed, in the prevalent winds, to the entire reach across the harbour, as they lay alongside, from the hour of their arrival to that of their departure: for it is to be supposed that such will be the arrangements, otherwise a greater number of packets would be required for the performance of the service; and this, I need scarcely say, would be attended with considerably increased expense. It also strikes me, that the communication between the railway carriages and the vessels could not be accomplished in as short a time as if both carriages and vessels lay in the same direction side by side." (Mr. Rendel's plan was for placing them at right angles.) "The arrangement which I have suggested in the enclosed plan would, I venture to submit, accomplish the object of rapid, safe, and easy access and departure, of security to the vessels when lying alongside for their return voyage, and of convenient communication with the railway trains. The proposed breakwater, covering the Stag Rock, would, with the landing-pier, form a small mail packet harbour, which should be exclusively assigned to their use. This pier should not be less than 700 feet long, with vertical walls on each side; thus affording a choice of sides to the commanders of the packets, who would no doubt generally prefer to approach the weather-side. The extent of quayage would be 1,400 feet; the line of railway to be continued from the present pier and covered over, for the protection of the passengers from the weather; the present lighthouse could be transferred to the end of the suggested breakwater. As the course of the packets would pass outside vessels using the shelter of the new harbour, the commanders could approach with boldness to the very entrance, and, after an easy turn, could drop their vessels alongside almost without using a rope. With regard to the landing and embarking of passengers, I would propose that the difference of level (which at Holyhead varies about 18 feet) should be provided for inside the packets, and not in the pier; we have had the practical experience of many years with our Liverpool vessels of such an arrangement; I mean that of using the platform or bridge between the paddle-boxes, as well as the maindeck of the vessels; that is, practically, to use two decks. Suppose the stone pier to stand six feet above high-water (with, of course, suitable fenders for the protection of the paddle-boxes, as with a floating-stage) the main-deck of the packet 10 feet above the water-line, the platform 9 feet above the decks, when the packet is alongside at high-water, the gangway from the quay would incline upwards 4 feet; as the tide fell, the inclination of the gangway would gradually change; at or near half-tide, it should rest on the platform or bridge, and that deck to be used till low-water. By this plan the inclination in the gangway would never exceed 6 feet, which would not cause any practical inconvenience in a length of 24 feet. No break of any kind would be requisite in the surface of the quay. Whether the passengers' luggage could be transferred with greater rapidity by hydraulic cranes than by a sufficient number of porters I am not prepared to say; but either mode could be equally well adapted to the pier, when the vessels lay alongside the quay on which the railway carriages were placed. The pier, as suggested, would also answer extremely well for the coaling of the packets, an operation which, as you justly remark, should be done with the 'greatest possible rapidity,' as but a very limited time may be allowed

allowed for putting on board the large quantities of coal which the new packets would require for the voyage, and unless this can be done in the interval between the arrival and sailing, a greater number of vessels would be required for the duty. A depôt of coals to be at the east end of the pier. The depth of water would be equally good as in Kingstown Harbour. Should you entertain favourably the proposed arrangement, the entire of the new harbour and the shelter provided by the extension of the northern breakwater might then be considered as exclusively available for refuge, the main odject for which it was constructed; for no necessity would exist to endeavour to keep the passage clear (at least four times every day in the year) for the mail packets. With regard to the question of relative cost, it is not for me to venture any opinion; but I cannot but remark that the vast importance of providing the most perfect arrangement for the intercourse with Ireland should weigh with all not to allow those arrangements to be made subservient to less important objects. I trust that you will not withhold your patient and candid consideration of what I now beg to submit; dictated, as I have said before, by my deep anxiety on the subject. The impossibility of carrying on the mail service with security and efficiency devolves on us; and I feel that any defect in a link of the chain of communication between London and Dublin would greatly mar, nay be fatal to, the success of the contemplated improvements. Let me then urge that you would institute such inquiry as, in your own judgment, you may think best; and obtain the opinions of those most qualified by their long experience of the port to give such as may be safely relied on.—I am, dear sir, yours faithfully, W. Watson."

60. Was the condition in regard to the operation of coaling contained in the contract?—No, not in the contract, but in the correspondence which took place upon the subject; there is nothing in the contract that gives a legal claim to require those piers to be built; it is an equitable construction of the contract which inferentially gives us the right to these piers.

61. What is the term of the contract which inferentially gives you that power?—The previous correspondence and the clause postponing the infliction of penalties.

62. What are the words of the contract which give you the right of demanding a safe landing-place, and requiring to be fined if you do not perform your part of the contract?—I will read the clause of the contract—it is the 11th clause, page 9: "That no deduction shall be made under the last-mentioned clause from the sums payable under this contract until Her Majesty, her heirs, or successors, shall have caused the necessary piers, rails, and appliances (which are to be provided by Her said Majesty's Government) at Holyhead and Kingstown respectively, to be completed, with free and uninterrupted access for the trains and packets to be provided under this contract."

63. Were the piers contemplated in that?—They are contained in Mr. Hawkshaw's report, they are those in blue, and they were sanctioned by the Government and by Parliament.

64. Were they entirely built for the benefit of the Dublin Steam Packet Service?—No; they were contemplated also for the Transatlantic packets, which were to take the mails on their way to New York.

65. What was the estimated cost of those piers?—£. 425,000, and the temporary pier 20,000 *l.* additional.

66. Has anything been done to complete that part of the pier?—Nothing has been even commenced; on the contrary, it is announced that they are not to be made.

67. Of course you would consider the Company liable to penalties for non-performance of the contract as to time, had those piers been completed?—No doubt of it.

68. You consider that there is no intention at present of completing them?—It is announced so distinctly before Parliament this year, because the estimate is omitted from the votes for the first time this year.

69. Though the Government have not fulfilled their part of the contract in building those piers, do you think that there is any other means by which your Company would be inclined to submit to fines, or to enter into negotiation, supposing you received an equivalent for those piers?—Precisely; we are prepared to take up the negotiation as we did last year, if they provide for us what we then stated.

70. Will you state what propositions you intend to make, and what you would consider equivalent to the completion of these piers?—To build the solid stone pier marked D.

71. Will you state in what manner that pier is to be constructed; whether it is to be of mere rubble work, or whether it is to be a pier calculated for landing on?—So far as giving us protection goes, it would be quite sufficient to make it of any solid material; but to make the thing right for the packet service, and to give us sufficient accommodation, it ought to be built for a packet pier, with walls on both sides, so that we could berth the ships on both sides.

72. Would the railroad come to it?—I should say more easily than to the present place, because there is rather a sharp curve in coming round to the present place.

73. You anticipate landing on either pier, do you not?—In northerly winds we should have the advantage of the weather side of the wooden jetty, because we could not go to the north side of that stone pier; it would be just as much exposed as the present place.

74. How far would you run it out?—Seven hundred feet beyond the shallow water; it is marked on the plan just to shut in Carmel Point; anything that goes beyond that line would give shelter completely from the north.

75. You do not consider it necessary to go entirely to the Stag Rock, as you mentioned in your letter?—I think not.

76. Then the length of the pier would not be 700 feet, as you have just mentioned?—The packet pier which we now propose should be 700 feet, and it should be a protection against the north to the temporary wooden pier; but it is quite clear that this never could be made a stone pier now, because we should have no place to land the mails at, while they are turning it into a stone pier.

77. The present pier must be used, must it not, while the other is being constructed?—There is no other place.

78. And you do not propose to run that pier as far as the Stag Rock, but merely to cover the point of the present pier?—Yes, which is about 1,300 feet in length; it is 2,000 feet to the Stag Rock; I think that that would be satisfactory.

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79. Have you any idea of the relative expense of that pier, and the piers proposed by Mr. Hawkshaw, marked blue on the map?—It would cost very much less; even to complete it as a packet pier would cost infinitely less. I do not think that it would cost one-third of the money, even if it were faced upon both sides, because the water is so much shallower.

80. In your opinion, there would be a saving of that outlay to the country?—I am sure that it would not exceed the sum originally estimated for the packet accommodation, 150,000 *l.*, to make it a most complete pier; merely to give a good shelter from the sea, I understand from the engineer, may be done for about one-third of the money, under 50,000 *l.*

81. Is there any other plan which you could propose as a substitute?—No; there is no other plan which would suit the Irish mails. I have paid great attention to that, and my opinion and the opinions of the commanders have been the same throughout; they have never changed; we acquiesced in agreeing to Mr. Hawkshaw's piers rather under coercion. It was said that we must have piers in deep water, and that that was a *sine quâ non;* but that would destroy the refuge harbour for vessels, or nearly half of it, because you must draw a line, and keep all that space clear of vessels, and not allow them to anchor to the westward at all, so as to leave the road free for the mail packets.

82. In the contract is there any agreement as to access?—Undoubtedly; it says, "A free and uninterrupted access;" that is quite clear.

83. Therefore you do not think that that part of the contract would be fulfilled by finishing this pier?—I do not think that it is possible for the harbour authorities to fulfil it, or to prevent ships from anchoring in our way in bad weather. They might have steam-tugs there, and take them away; but then, probably, the ship would anchor there a few minutes before we would be entering, and therefore in such cases there would not be time to take them out of the way.

84. Taking all the localities within the Harbour of Refuge, is there any place so well suited for landing the Irish mails as the present?—No; there is no other place so well adapted for it; there is no other place where we could have had a choice of side, or, as Mr. Hawkshaw states very properly in his own report, "a quiet windward side."

85. In coming in, is your course clear of the line of vessels that come for refuge?—Yes, generally so. I think that in two years and a half it has not occurred more than twice that any vessels were in our way with a strong westward gale, and then we could go to windward of them; and that is one of the great advantages of the present place. Mr. Hawkshaw alludes to it in his own report.

86. Mr. *Dalglish.*] You stated, did you not, that there was no clause in the contract which gives the Company a right to require the execution of the plans which are now asked for?—No, I think not. There is a clause positively giving that right.

87. On what ground do you claim that?—On the ground of previous negotiation with the Government.

88. Did that negotiation take place before the contract, or after?—Before it.

89. Is the nature of those negotiations shown anywhere?—In the correspondence with the Secretary to the Treasury; it was not published for Parliament, but I have it here printed in our own form, and it is accessible.

90. You state that you entered into the contract after the negotiations?—Yes; founded on that correspondence.

91. You entered into the contract with this pier that was then provided; this pier which now exists?—We did so.

92. The temporary pier was then in existence, was it?—No, I do not think it had commenced; that was in 1859.

93. When did you commence?—Our contract was signed in January 1859; when we got two years to build ships, and we had them ready by the end of 1860. We commenced before January 1861; but I think that at the time that we signed the contract, no part of this jetty coloured pink had been even commenced.

94. Was this temporary pier commenced which runs out from the lighthouse, and to which the vessels now run?—I think not.

95. That was made in accordance with a suggestion from the Company, was it not, and was the thing satisfactory to them for vessels coming there?—It was part and parcel of those arrangements, Mr. Hawkshaw providing this temporary jetty of wood, while he was making the permanent piers.

96. That was built expressly, as I understand, for your vessels to arrive at?—Yes, while the others were in progress.

97. Part of the negotiations, before you signed the contract, were with regard to this temporary pier?—Yes.

98. This was made, as I understand, after 1859, for the purpose of the Dublin steam packets running there?—Yes, that was so.

99. Did you consider it sufficient for the purpose?—Certainly not; we have always protested against its being sufficient.

100. Do you consider it still insufficient?—We do, on the ground of the want of shelter, and its small size; it is not sufficient in the accommodation in size; but the main thing is the want of shelter from the north.

101. That want of shelter incommodes you very much in getting your vessels alongside this pier?—Yes, very much; it causes delay, and we consider it dangerous also.

102. Does it cause great delay?—Continually, it causes very considerable delay.

103. Once or twice a week?—No, certainly not; very fortunately the dangerous wind is not the prevalent wind.

104. It does not cause delay above one-tenth of the number of days?—I should think not; it is not frequently the case that there is this danger.

105. This delay that is caused by the pier, is the exception and not the rule, is it not?—It is so.

106. You talked of solidifying the pier, did you not?—That was what was proposed to us by the Government last year.

107. You do not profess to be an engineer; but would you say that putting up certain piles at a distance of 1 foot 9 inches from each other by way of breaking the sea, has not had a considerable effect in breaking the sea?—No doubt it has had some effect; but that it has not had a sufficient effect is sufficiently proved by Captain Payne's letter, who came into difficulty after those piles had been nearly all in their places.

places. I believe that there were a few towards the end that had not been put down.

108. You talk of the difficulty of Captain Payne; are those difficulties of frequent occurrence?—No, not frequent.

109. What would you consider the average time, from the vessel rounding the end of the pier to her being made fast to the pier, and disembarking the passengers?—If you take the average time, it cannot be much, judging from what we do in the harbour at Kingstown, where we frequently get the ship in, and land the mails, and send the train off in five or six minutes; and we ought to be able to do the same at Holyhead if we had proper accommodation.

110. Do not you suppose that that time is exceeded very much?—Occasionally it is very much exceeded.

111. How often is it exceeded; is it once a week?—No.

112. Once a month?—Certainly more than that.

113. What would you consider fair time for a steamer coming round and making fast, and disembarking her passengers?—I think that the time which is occupied at the Kingstown Harbour is the best answer that I can give; it frequently is done in five or six minutes, and the mail bags are off to Dublin; and we ought to be able to do the same at Holyhead, and we could do it if we had shelter.

114. But you wish the Committee to understand that you cannot do it from want of shelter?—Certainly. Of course, if the wind is from the south, then it is all right, because the wind puts the vessel up to the pier.

115. I presume that the wind does not blow very often from the north?—Fortunately, it does not.

116. You talk of a screen at the top of the pier; how high would you propose to have that screen?—To go up to the roof that is intended for passengers.

117. Do you propose to put up a roof, and to divide the space in two?—Yes.

118. You have always a railway train there, have you not?—Yes.

119. Is that a help?—No doubt it is a help; the railway carriages are, to a certain extent, a screen.

120. Are they nearly as high as the screen which you would propose to put up?—Yes, nearly so.

121. Would it not be rather a dangerous thing for the stability of a wooden pier to make it solid; would not it be more liable to those heavy seas coming in to shake it?—I should say so, certainly.

122. Would not piles be a safer mode of doing it?—No doubt of it. I am afraid that if the jetty were made a solid surface it would not be able to stand the effect of the water upon it. If the Committee should wish it, I could refer to the correspondence which we had with the Government on the subject of providing us with proper pier accommodation as a justification for our expectation that it is really part of our contract with the Government.

123. Mr. *Milner Gibson.*] You state, do you not, that you cannot come alongside of this eastern jetty in very heavy weather with a northerly wind without delay and some danger?—Just so.

124. That arises from the piles not being filled up, as I understand?—It arises from their not being close together, and from the sea passing through them, and striking on the ship.

125. If you came alongside the place when it was high-water, and there were not those apertures, that difficulty would not exist?—That is our idea, and we stated so last year.

126. You know what the extension berth is?—Yes.

127. Is it solidified?—Yes, quite so; it is under the shelter of a stone wall.

128. What prevents you in bad weather coming a little further ahead, and coming on to the extension berth, instead of stopping at the extreme east of the jetty?—It is at an angle; it is not in a direct line with the eastern jetty, and therefore the packet could not go into that, unless the captain had made up his mind to go there at first, and steered quite a different course than that leading to the jetty.

129. He would know outside from his experience that the weather would not admit of his going alongside the eastern jetty; what is to prevent his altering his course so as to come straight alongside of the extension berth?—There are several things to prevent him; first, it is necessary that the Camber should be kept clear; our reserve packet has to lie there in case of accident to the incoming packet, in order to be available for the mails outward.

130. If there was no reserve packet in that Camber, there would be nothing to prevent their finding a sheltered berth alongside of the extension jetty?—There would be something; the commanders have very great objection at night to steer their course to go into the extension berth, because it puts them too close in upon the land, and those large ships require very large scope to steer round in, and, moreover, at low water they do not answer the helm quickly in coming round, and at night it is not so easy to calculate the distance. They tell me that it is attended with risk at night. They have done it, but it is not a safe or proper arrangement to oblige them to adopt.

131. Do you mean that your captains cannot bring their ships alongside that extension berth in safety?—They say that it is attended with great risk, and they do not like doing it, but they have done it.

132. If that were got over, and if it could be shown that with proper management the ships could be brought with perfect safety alongside that extension berth, and the reserve packet was not in Camber, you have now the sheltered accommodation for the incoming packet which you require?—No, we have not; we should have shelter afforded, but not the extent of shelter that we require, because it is but a makeshift, and it is not sufficient.

133. Supposing the reserve packet to be out of your way, how much more length do you require than there is in that extension berth?—There is length sufficient, but there are the difficulties about getting the ship turned ready to take the mails out again; she could not swing there, she might run into it as a place of safety, but she could not swing and turn about with the outgoing mail; there is not room in the Camber for it.

134. I mean when you come alongside the extension berth?—She is then in the Camber.

135. Her head is partly in the Camber?—Yes, the ship is 350 feet long.

136. You have breadth enough in holyhead

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Harbour to swing her, have you not?—If we back her out of the Camber we have; that is to say, if we go away from the extension berth; but as long as she is at the extension berth she cannot turn, although she is safe enough when she is there.

137. If I understand you rightly, if it could be shown that vessels could be brought alongside the extension berth, and the Camber were altogether, there is nothing to stand in the way of the safety of the incoming packets?—No, we consider it to be safe for the incoming packet, if she can get to it with safety.

138. Without reference to the question of the power of bringing the vessel alongside that extension berth, cannot she get to it in safety if the reserve packet is out of the way?—She could not get to it at all unless the reserve packet was out of the way, because there is not room for her.

139. There is room, is there not, if the reserve packet is out of the way?—Yes, there is.

140. Cannot you have the reserved packet moved out of the way by applying to the harbour-master whenever the weather is such, which is not frequently the case, as to require your coming alongside the extension berth?—We can; we can proceed without applying to the harbour-master; we had a great deal of difficulty to get the use of this extension berth after it was made. It was made at their own instance to give us a kind of refuge in those particular cases; but when they made that alteration we naturally expected that we should have had the south side of the old jetty to place our reserve packet at.

141. At the present, cannot you have that reserve packet removed from the Camber to the south side of the jetty when you think it necessary, in order that the incoming packet may use the extension berth?—Yes, we have authority from the Admiralty to go there, but then we have to give an intimation of our intention when we want shelter, and we are liable to be moved out of it as soon as the harbour-master thinks we ought to go; it is so inconvenient, that we are very reluctant to go there; he has ordered us from it when we have been aground there, and we have been ordered back again into the Camber.

142. All that I want to know is this; practically, the reserve packet, when it is out of the way, admits of the incoming packet finding a place of shelter alongside of the extension pier?—No doubt of it.

143. You say that you have the power of having the reserve packet removed on your application?—Yes.

144. What is to prevent your agent at Holyhead, when the look of the weather is such as to make it inconvenient for the incoming packet to come alongside the eastern extension, making an application to have the reserve packet taken out of the way, so that you may then have your incoming packet perfectly safe?—Sometimes it is done, but sometimes the weather changes without giving us time to do it; sometimes it is necessary that this vessel should be taken out of the way, and that a communication by telegraph should be sent over to Kingstown to let the captain of the incoming packet know that the place is free for him to go into if he chooses, in order that he may shape his course accordingly; because he must make up his mind before he is there; he must know long before he enters Holyhead Harbour whether he is to go to the extension berth or not.

145. If the reserve packet was always out of the way, and he had his choice, knowing that the extension berth would be kept clear, he would judge for himself as to whether there would be anything to prevent his coming alongside the extension berth?—Just so, with the single exception that at night he objects to have to steer his course in that way; if the packet was always kept out of the Camber, as it ought to be, he could always go in.

146. If we could find a place for that reserve packet, your difficulty would be very much lessened?—Yes, no doubt; if the reserve packet was out of the way, it would be accessible for the use of the mails.

147. Colonel *French*.] I understood you to state, that in the plan which is here before the Committee, you would extend the solid work of the pier or of the jetty as far as the Stag Rock?—Yes, towards the Stag Rock.

148. So far as I remember, that was a suggestion which was considered before when the harbour was first thought of, and Admiral Evans proposed to run a pier out there?—Yes, I think so; there were many plans of that kind that were brought forward.

149. You stated, did you not, that the expense of solidifying this whole jetty would not exceed 80,000 *l.*?—No; what I stated was, making a solid structure to keep the sea from striking against the timber jetty; I stated that I had reason to believe that it would not exceed 50,000 *l.*, but that, if it were made a proper packet pier, with piles up each side, it would probably amount to the original estimate of 150,000 *l.*

150. You know what the estimate was of that harbour of Mr. Hawkshaw's, namely, the line which is called the Tuning Fork?—Yes; the estimate for it was 425,000 *l.*, and 20,000 *l.* for the temporary wooden pier.

151. Altogether that was 445,000 *l.*?—Yes.

152. There were objections made. I do not know whether you concur in them; that this wooden jetty would not be able to bear the screen and the covered landing-place that you propose?—I quite concur in those objections. I never thought it could.

153. Do not you think that the sinking of an additional number of screw piles at each side would be sufficient to bear the weight of that roof and the screen?—I suppose if a sufficient quantity of materials was put in, it might be made, but it would be a very expensive way of making a pier.

154. The objection to timber is, that it has so frequently to be renewed on account of the worm?—That is an objection to timber structures; however, I believe that engineers consider they have, in a great measure, overcome that by creosoting the timber.

155. Since creosote has been used, how has the timber stood, because it has been said that it has been obliged to be renewed, I think, three times?—No, I think not. I do not think it was creosoted timber that was used at the time; but I know that the engineer, and even Mr. Hawkshaw himself, had a very good opinion of the effect of creosoting, as giving durability to the timber.

156. Are the Committee to understand you to express the opinion that this Tuning Fork, as it is termed, would be sufficient?—We have already stated distinctly that it would be sufficient.

157. Is there room for a vessel to swing there?—Yes,

—Yes, plenty of room, and ample accommodation.

158. Would it be at all safe from the only gale of wind that you have now to fear, that is to say, the north-north-east, because from the other winds the breakwater protects you?—That is a question which was gone into afterwards at the Admiralty. We had an interview with the Admiralty at the beginning of 1858, and Admiral Washington made the remark that it was too much exposed to the north. We had proposed to Mr. Rendel to put the piers up near those things that are dotted in the plan called the Platters Rocks, close under the breakwater, because he contemplated continuing the walling from Salt Island up to those rocks, and not to allow any passage for the water. I think Mr. Hawkshaw's view was to leave a passage, and therefore he had to bring his piers further back.

159. What was the reason for altering the original plan of the breakwater which was to have come across there?—I think the original plan of the breakwater was to stop at that angle which you see on the plan, and it was Captain Skinner, who was the harbour-master at that time, who felt the want of shelter for vessels seeking refuge, and he proposed an extension; but that extension was to run to the east in continuation of the breakwater, his view being to shut in Carmel Point. Mr. Rendel thought that it would be more desirable to give it that cant up to the north-east, but the result has been that it is left too open.

160. Mr. *Milner Gibson.*] Is it not your practice for the outgoing ships to start from the north side of the pier?—Almost invariably.

161. Therefore, whatever the pier is, your practice is to start from that side of it which is without shelter?—Unless the weather is too severe on it, clearly it is.

162. Therefore, whether there was a new stone pier built or not, so far as the outgoing packet is concerned, the system would remain what it is now?—Not at all; quite the reverse; because we should then arrive at the weather side, no matter what side the wind was, and we should start from the opposite, which is the lee side.

163. What would be the advantage of coming alongside the stone pier rather than the wooden one if it is exposed to the northerly wind?—I should not propose to come to the north side of the proposed stone pier, because we should still have the wooden pier to fall on to, inside the proposed little packet harbour; I would not propose that we should take away that wooden structure; it is most useful, and I would retain it there.

164. Is not it most convenient for ships in ordinary weather, when you can lie alongside, to start from the north side?—It makes no difference at all, it depends entirely on the wind; it does not make any difference whether the ship starts from the north or south side.

165. Why do you now always start from the north side of the eastern jetty?—Because we must always arrive at the south, and we back round to the opposite side.

166. You take the trouble to swing your ship round, arriving on the south side; as a matter of practice all the ships start from the north?—We do not call this swinging—technically speaking, swinging means turning on one side of the jetty, which is a tedious operation; we find it easier, as soon as the ship has landed her mails and passengers on the south side, to back her round the semicircular end of the jetty so as to have her ready for starting.

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167. As soon as you have got her there, you put her on the exposed side?—I would not allow that; it is seldom that a north wind occurs, and if the wind is south, it is the lee side.

168. Can you mention any day in the year 1863 on which you have started from the south side of the eastern jetty?—Frequently.

169. How often?—I have not a return of it here, but I will easily get it out. Some of the captains will be here, and they can answer that; but I have seen them do it myself. I have seen them swing at the south side. It is a very tedious operation; it will probably take an hour.

170. Then you can swing on the south side?—No doubt; we have to do it, or to incur some inconvenience and risk in backing out, which is worse still when the weather will not allow them to swing.

171. What I want to know, and what I understand you to admit, is that what you are desiring is not accommodation for the regular and ordinary sailing out and incoming packets, but for the extraordinary occasions when there is a violent north wind?—No doubt that is what we want.

172. As a general rule, when the weather is fine, there is nothing in connexion with the pier which prevents your being punctual in making the passage across from Dublin to Holyhead?—Unless it is being a few minutes further from Kingstown, but that is not much. But we maintain that we have been punctual, and that, unless under exceptions allowed by the contract, we are never late.

173. Before the contract was signed, you state that there were negotiations between you and the Government at that time; was not there an idea of having the Transatlantic service carried on from Holyhead?—Yes, that was the expectation; and that was the reason for proposing to put the piers in deep water, and the only reason.

174. In fact, those large and expensive structures which were then contemplated were with reference to the Transatlantic service, rather than for the purpose of the mere mail service between Holyhead and Dublin?—Yes; they were proposed in that expensive way for the sake of the Transatlantic steamers.

175. Such piers as were then contemplated were not meant as necessary on that scale, or never understood to be so, were they, for the mere mail service between England and Ireland?—It was not necessary to put them in such deep water for the Irish packets; and, of course, they would not have been so expensive if they were put in the other place.

176. When that Transatlantic service was abandoned, was not it clearly understood by the Company, by correspondence and by interviews, that the accommodation on that scale was no longer necessary?—I never understood it, and never heard of it before.

177. Were you present at the meeting at the Admiralty when it was admitted and agreed to, and there was an understanding come to, that the present accommodation, completed as then set forth, would be all that would be necessary, and would satisfy that word "necessary," as used in the contract?—Certainly not; quite the reverse; because we distinctly said we would not be satisfied with it.

178. Did you not withdraw the breakwater scheme?—Yes, we did; for at that time some

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arrangements were going on for entering into a system of penalties, and in order to get the place made safe we withdrew it reluctantly.

179. In the Treasury minute of the 21st of May 1862, there is this passage: "The question at present at issue between Her Majesty's Government and the contractors is, what extent of accommodation has yet to be afforded at Holyhead before the Government can be justified in maintaining that 'they have caused the necessary piers, rails, and appliances to be completed, with free and uninterrupted access to the trains and packets.'" That is the question now between you and the Government, is it not?—Yes; sufficient accommodation.

180. Then I find it stated in the same Treasury minute, "The directors of the City of Dublin Steam Navigation Company having signified their concurrence in the views and opinions of their commanders, that the improvements proposed to the present jetty would provide for the safety of the vessels and the convenience of the public in landing and embarking." Did the directors of the City of Dublin Steam Navigation Company signify their concurrence as recorded in that Treasury minute?—Yes, they did; that it would provide for the safety of the packets and the convenience of the public; but it did not provide for the convenience of the public, it was simply for the safety of the packets.

181. The present jetty, which is what was then alluded to, does provide, in your opinion, for the safety of the vessels and the convenience of the public?—No; I have said the reverse; it would provide for the safety of the packets if it was made so solid that the water could not come through it (but that is not done yet), and if the roof and the screen wall were put upon it.

182. It is in reference to the proposition of that same stone wall that my question is directed, and what I want to know from you is whether the directors of the City of Dublin Steam Packet Company have not signified to the Government that the improvements proposed, namely, the improvements to this present wooden jetty, would not provide for the safety of the vessels and the convenience of the public in landing and embarking?—We did so with regard to the safety, but nothing beyond safety.

183. I wish to know whether you think that with that before the House of Commons, as stated on the part of the directors of the Dublin Steam Packet Company, the Government would be justified in proposing a larger vote than was necessary to provide for the safety of the ships, and the convenience of the public in landing and embarking?—I think they are bound to do so, to keep faith with the public and with Parliament too.

184. What more have they to do?—To provide a proper and sufficient landing accommodation, and berthing accommodation for the packets.

185. But that expression means, that it would provide sufficient, does not it?—No, certainly not; not beyond safety. We were very guarded in that, nothing beyond the safety would be provided by that small work.

186. *Chairman.*] Did the Company accede to the liability to fine, if that was provided?—No, certainly not; we would have entered into a negotiation, and if you will allow me, I will read what we did state upon that point.

187. Mr. *Milner Gibson.*] Supposing that the Camber were taken away, and that the London and North Western ships were further up the harbour, and supposing that you had the use of the present stone pier, and the whole of Holyhead Harbour for the incoming and reserve packet, how would you feel then as to convenience and safety, and public accommodation?—If the Camber were taken away, that would at once deprive us of a berth for our reserve packet.

188. Supposing that a berth is provided for the reserve packet, and that you have given you the use of that stone pier, taking away the Camber, how will that meet your views?—Leaving out the consideration of the reserve packet accommodation altogether, of course, that would make a very excellent arrival berth, assuming the water to be deepened.

189. Assuming that there were water for your ships to lie alongside there at low water, you would not desire anything better than using the existing stone pier?—No; I said it would make a very good arrival berth, but it would be a very bad departure berth, because the only way of getting the ship turned for the outward mails is by swinging her, and, of course, in certain winds we cannot do that, and you must back out of the harbour.

190. Does anybody say that a steamer could not be swung in the inside of Holyhead Harbour?—In a strong southerly gale I am informed by our commanders that they could not do it; I have known instances myself where our ships have had to back out of that harbour when they could not lie at the north side of the jetty, and from the inability of swinging at the south side.

191. If it turns out that they could swing a ship round in the harbour, your objection would be got over, would it not?—Only to a certain extent; even if it is possible to swing, it is an exceedingly tedious operation. We have a very short time after the arrival of a packet, to coal that packet, and clean her up for the outward passengers, and if too much time is occupied in swinging, we have not time to coal her.

192. You must always swing the ship inside even with your new stone pier, if the weather is too strong?—No doubt of that, unless we take the north side of the present wooden jetty.

193. Would not a southerly gale be just as bad inside of your new pier, as it is in the present Holyhead Old Commercial Pier?—No, certainly not; because there is no reach of sea, and they have therefore a sheltered place.

194. Supposing you had the use of the Holyhead Pier, as it now exists, would not that be in all respects a safe and commodious place for the arriving packets?—It would be safe and commodious, I have no hesitation in saying, for the arrival packets.

195. If you could swing a ship in the inside of Holyhead Harbour, seeing that the outgoing ship is the one that arrives, it would be equally commodious for the outgoing ship, would it not?—If you could swing the ship in so short a time, and back her round, it would be equally commodious; but that, we say, would be impossible in southerly winds, and that at those times when it would be necessary to swing, it would be attended with great delay.

196. With regard to the roof for passengers; although you think it would be desirable to put a roof, you do not think that that forms any part of the contract, do you?—It was always alluded to in the evidence given on the subject of those piers before Parliament, and the public have been

been always expecting to get the same proper protection from the weather as they have got at Kingstown.

197. When the packet comes alongside the pier, the passengers have to go from the packet to the railway carriage, have they not?—Yes, that is a distance of three yards.

198. How much of that three yards do you propose to shelter?—Nearly the whole of it; just as is done at Kingstown.

199. Will you put a shed over the packet?—No, not over the packet.

200. Can you bring your shed over the plank which leads from the packet up on to the jetty?—Yes, and when the passengers are arranging themselves in the railway train, they will stand under shelter.

201. What do you mean by arranging themselves in the railway train?—When they have got out of the packet, of course they have to look and see what carriage to get into, and during all that time they would be under cover, instead of being exposed to the wet when they are landed out of the packet as at present.

202. What space would there be between the steamboat and the beginning of the shelter out of the three yards?—I should suppose about a yard. I should think, in fact, the roof ought to come as near as possible to the edge of the jetty, and merely to be kept sufficiently back that anything connected with the ship in surging would not do any damage.

203. The roof might be, you think, desirable for the passengers, but it forms no part of the contract between the Government and the companies?—No, it is not necessary, and it is of no use for the ships; it is the screen wall that is of use for the ships.

204. Have there been any negotiations between the Government, on the one hand, and the companies on the other, in reference to furnishing a roof which would afford shelter and accommodation for the passengers?—I think not.

205. You think it would be desirable?—It would be desirable to make the thing perfect for the public travelling between England and Ireland, and it will not be complete without it; nothing can be worse than it is at present in wet weather, even without any wind.

206. Would not a sheltered place with a screen, such as is described, after all, have a tremendous draught in it; would it be a comfortable sort of place for the passengers?—It could have no draught if there was a screen; without a screen, there would be a very great draught, of course.

207. Even if there was a screen, would not there be a very violent draught?—I do not think it would be possible; because the screen is to prevent the draught.

208. The two ends would be open, would they not?—Of course you cannot close up the ends; but that I do not think is any objection to it, because the roof would be so long that rain could not come in far.

209. Would it be equally convenient, do you think, for your men connected with the shipping, making the vessels fast, and getting about; would not a screen, or a roof, be in the way of the operation?—A screen would not be in the way, nor would the pillars which support the roof; because they would be placed behind the present wooden fenders, and we do not find them in the way at Kingstown.

210. Mr. *Laird.*] Who built that shed at Kingstown?—It was the Board of Works who built it.

211. There is no difficulty when the sheds come right to the end of the pier?—No.

212. In the most exposed docks in Liverpool the sheds overhang, so that passengers can get to the quay under cover?—Yes; clearly so, and there would not be any difficulty or danger in bringing it right to the edge of the quay.

213. Mr. *Milner Gibson.*] If it were blowing hard from the southward, with a driving rain, would this shed afford the passengers shelter?—It would afford some shelter; but not as perfect shelter as if the wind was in the other direction.

214. It would blow inside, would it not?—It would afford the passengers shelter, when they were getting into the carriages, I have no doubt.

215. You think that if your shed were put up, as has been proposed, that that would be all that the passengers need ask for, or should have on the jetty?—I do not think they would require more on landing.

216. *Chairman.*] The right honourable gentleman says your shed; was there ever any proposal by your company to build a shed?—It was agreed to be built.

217. Was it your proposal, or the proposal of the Government itself?—I should think it grew out of that interview which we had with the Admiralty last year; we had always stated that, to make the thing right, there should be a shed there.

218. Was not that one of the propositions made in Parliament by the Government last year?—No question of it; because it is estimated for.

219. It was volunteered by the Government?—I do not know; I do not think they volunteer much.

220. They certainly never performed it?—No.

221. Mr. *Stansfeld.*] With regard to the departure of steamers from the northern side and the extension of the jetty, I understand you to say that on several occasions in the course of this year they have not been able to leave from the northern side?—Yes, that is so.

222. What was to prevent their starting from that side?—The sea breaking on it; the ship would sustain some damage, as is occasionally the case.

223. Could not you back the ship round?—No; she arrives at the south side, and we cannot back her round to the north; that was the reason that she started from the south.

224. On those occasions to which you refer, did this incoming vessel start again from the south, and not from the north side?—Yes, clearly; that is the routine of the duty.

225. But you do not always start the incoming vessel again, do you?—We change at the end of a fortnight's run; and then we take the reserve packet out.

226. When you change the vessel, from which side do you start?—We generally start from the extension berth.

227. It would be the majority of cases in which you started from the south side during the course of this year?—We start with the reserve packet regularly every Saturday; but I had not it in my mind when I alluded to starting from the south side of the jetty; that, in addition to the other instances, would take place every Saturday regularly.

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228. Besides that every Saturday starting from the south side, how many times in the course of a year do you suppose that you start the vessel from the south side, because you could not start her from the north?—It would be only a guess, probably a dozen times; but it is very easy to get a return. We have a very intelligent officer who attends to the packets on their arrival at Holyhead, an old pilot, and he has a return of all those cases.

229. Colonel *French.*] The Right Honourable President of the Board of Trade, Mr. Milner Gibson, appeared to question the utility of the shed, on the ground that it did not extend to that short passage from the packet to the pier itself; there is no delay in getting out of the packet, is there?—No; I take it that it does cover that portion, and it may cover the whole of it; because I quite agree with the honourable Member for Birkenhead, who said that it might come to the very edge of the quay, referring to what is the case in Liverpool. There is no difficulty in coming further with it than was done at Kingstown; we were afraid there at first that we might do some damage with our masts.

230. But whatever delay does occur in choosing the carriage, and seeing that the luggage is placed in the van, the people engaged in that business would be protected by the shed completely?—It is more the passengers that I think of than the people looking after the luggage; but the passengers themselves when they land do not go at once into the first carriage they see; they must get accommodation, and they move about and go to and fro, and during all that time they would be under shelter. Of course there are cases, I know, where the shelter would not be as good as at other times; but that is the case with an umbrella; if you go out on a windy day with an umbrella, you do not get as much shelter as if the rain came down straight.

231. You stated, did you not, that there are only two plans for giving this accommodation that you had considered, namely, lengthening the present jetty, and rendering it solid in the manner you propose, and those works proposed by Mr. Hawkshaw, which are marked in blue upon the map?—I conceive that it lies between those two plans.

232. Have you ever considered, as there is a railway at this moment in existence round the harbour, whether it would not be possible to bring vessels up on the breakwater, not where it turns out, but after you pass the part of the original breakwater, where there is deep water and every accommodation for loading, and everything else there?—I have frequently considered it; I think that all that coloured passage, for instance, inside there, is good, but the objection to that is that the railway is not from London, not simply from the stone quarries; you would have to tunnel under the town to get to it, and then we should have the same objection about starting the return packet from that place as from the place that the right honourable Member referred to, because you have only one side, and it is exposed, and it is essential for us, as Mr. Hawkshaw in one of his reports puts it, that we should have "a quiet windward side" to go to.

233. Colonel *Pennant.*] You spoke of the difficulty of swinging a vessel inside the old harbour; can you give us the breadth of the channel?—There is length enough for it; it is the state of the wind that makes the difficulty.

234. What is the width of the channel there?—I should think it is nearly 400 feet.

235. What is the length of your vessel?—Three hundred and fifty feet.

236. Mr. *Laird.*] Is there depth enough at low water?—Certainly not; but I suppose it could be dredged.

237. At present you could not swing at low water?—No; a vessel has been aground there in starting; we are never aground in arriving, because we never arrive at low-water spring tides.

238. Colonel *Pennant.*] There is not above 50 feet of high water beyond the length of your vessel; is that room for her to swing in?—I should think not.

239. Lord *Richard Grosvenor.*] Has the time been taken from the vessel rounding the pier to the time when communication has been established with the shore?—We take it in different ways; our captains keep time exactly as they did in the former service, and that is from lighthouse to lighthouse, merely for estimating the speed of the ship when she is going full speed across the channel; omitting those portions of transit when going through the harbours.

240. When she has rounded the point at the head of the pier to when she gets communication established, that time has been taken?—Yes, I fancy it has been taken by the Post Office; our man on shore keeps an account, and sends it to me daily, of the time when we have everything out, and the train is off; but we do not subdivide it into those different portions; we consider that there is an end of the passage when the engines are slackening speed in coming in; the rest is all included in getting alongside, making fast, getting the gangway stages ready, all landed, and the train started.

241. Mr. *John Tollemache.*] What is the amount of penalty to which you would be liable, supposing the accommodation were sufficient?—The penalty referred to in the contract itself is 1 *l.* 14 *s.* for each minute beyond the time, unless there were causes beyond our control, which would exempt us from the penalties.

242. If you accomplish the whole distance, as you are bound by the contract, in 11 hours, how much of that do you give to the sea passage?—The arrangement between our co-contractors, the London and North Western Railway Company, and ourselves, is this: assuming that those piers were nearer the mouth of the harbour than their present place, if the time exceeded, without sufficient cause, 6 hours and 40 minutes on the land, they were liable to the penalty; if, on the other hand, it exceeded 3 hours 45 minutes for the passage of the channel, we were liable to penalties; and if it exceeded 35 minutes for landing and everything at Holyhead, we were jointly liable; 35 minutes were obviously a long time, and it was admittedly allowed, with the view of giving some margin for rough weather which would not amount to a gale of wind, and these times make up the 11 hours.

243. You say that occasionally the mails are over due, and therefore you would be liable to a penalty, supposing it were enforced?—The Post Office would merely deduct it from the gross payment, without going into the question of who ultimately were to suffer.

244. Has

244. Has that been done?—No, they could not do it.

245. You mean that they could not do it in consequence of the accommodation not being sufficient?—Yes, the Government have intimated that.

246. With regard to this extension of the pier, supposing, as was suggested by the right honourable Member, that the jetty were not removed, and a good berth were provided for the reserve packet; and also if the water to the south were deepened by means of dredging, so that you could swing your vessels, do you think that with a shed built upon that pier, your accommodation would then be sufficient?—No, I do not; and I have stated the reason why we should not think it sufficient. It would do very well for the arrival packet, but it would not do to get her ready for the outgoing mail, in certain cases.

247. Excepting, I suppose, in strong winds?—Yes, that is the difficulty in swinging; a strong wind from the south-west is a very prevalent wind.

248. You have been informed by your captains that it is impossible to swing a vessel on the south side of the extension pier?—Yes, I have been informed so.

249. Supposing that could be accomplished; supposing your captains could swing their vessels to the south side of the extension pier, and that a good berth could be provided for your reserve packet, then this extension pier would be sufficient, assuming that you could swing your vessels?—We would not think it sufficient.

250. Supposing you concurred in the opinion that in the event of that water being deepened they could swing their vessels with safety, would the accommodation then be sufficient?—The honourable Member is putting it if we got all the accommodation that we want; of course, we do want accommodation for the reserve packet, and facilities for swinging the ships, and facilities for getting away; if we had that it would be all right, but our impression is that we would not get those things, and it would be supposing an impossibility.

251. Lord *Richard Grosvenor.*] Supposing the new pier were made as you wish it to be, would the departure boat swing there?—That depends upon the way in which it is done. If it is merely consulting economy to make a solid stone structure to keep away the sea from the present wooden jetty, we could use the north side of the jetty as well as the south; but if you make a permanent packet pier, which ought to be done, we then should use the south side generally, unless prevented by the wind from the north; and it would have the additional advantage that that very sharp curve for the railway carriages would be got rid of by the arrangement, this curve is the cause of some delay to them, and gives them a very fair justification for declining to agree to the penalties. In this question of the permanent pier, we cannot consent by ourselves; but both the London and North Western Railway Company and ourselves did consent last year to meet the question as put before us by the Treasury.

252. *Chairman.*] Did that negotiation come to anything?—Perhaps the Committee will allow me to state what we said, and what they said; I wrote a letter on the 10th of June last year, in which I state, "contingent on the execution of the works proposed, and on the concurrence of, and a satisfactory arrangement with, their co-contractors, the contractors for the sea service will be prepared to agree to an alteration in the conditions of the contract, and to enter into an arrangement for exaction of the penalties, with such reasonable modifications as may be just under the altered circumstances; and that the system of penalties shall be applied separately to the land and the sea services, as suggested in your letter of the 21st ultimo." That was our letter to the Treasury, and the London and North Western letter is much to the same purport. "On the part of the Railway Company," Mr. Stewart says, "I am authorised to say, that subject to carrying out the foregoing, and to the concurrence of, and satisfactory arrangement with, their co-contractors, the Railway Company will be prepared to agree to an alteration of the conditions of the contract, and to enter into an arrangement for the exaction of penalties, under such reasonable modifications as may be just under the altered circumstances, and that the system of penalties shall be applied separately to the land and sea service, as indicated in your letter of the 21st ultimo." We both agreed to enter into the negotiation as the Treasury put it before us.

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253. You speak of a modification of the penalties?—That is what the Treasury proposed to us.

254. It is not the entire penalty, under the contract?—No, it would necessarily require some modifications to meet the altered circumstances of the case.

255. Mr. *Lefroy.*] Is it your opinion that if there were sufficient money laid out upon the present pier, it could be made what you call both safe and sufficient for the purposes of the traffic?—I conceive it to be quite impossible.

256. Is it on that account that you have proposed what you have described as D instead of C?—Clearly so.

257. Why do you think D would be so superior to the present one, if the present one were constructed on the same principle as D would be?—Because it gives us the choice of sides in any weather; that is the reason why we prefer it.

258. In proposing D, you contemplate to continue the present one?—Yes, unquestionably.

259. If the present one were not continued, would you consider D as having any advantages above C?—Yes, in its being entirely solid and being of greater extent.

260. But with regard to position, how would it be?—They are identically the same in position.

261. My question implied the present temporary pier being made solid?—Then it is safe, but it is not so extensive as the proposed stone pier; we have not sufficient frontage on one side of it, as we have a perpendicular stone wall at the end, so that it would be madness to enter with one of those ships on the north side in rough weather.

262. If the proposed one, D, were built, would that supply everything that you have mentioned the public would stand in need of, as well as safety for the ships; for instance, sufficient cover to protect them from the weather, a cover as good as you have at Kingstown, and also a sufficient protection for the vessels under every weather?—I think that that would make it as complete an arrangement as you could reasonably have, and would not leave anything to be desired.

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263. Could the railway, upon that supposition, be continued down, so that the passengers could get at once from the ship upon the pier under cover, and then to the railway?—Unquestionably; they do that at present on the present wooden jetty.

264. It was stated that in certain winds, or in the case of a hurricane, the passengers would be exposed to wet, and could not be sufficiently protected; but might they not be protected from the prevalent wind, if that were a solid pier?—You cannot close it up, you must leave it quite open, as it is at Kingstown.

265. Even on the solid pier?—Yes, I think so; you could not work it otherwise in transferring the passengers between the ships and the trains; it must be merely put upon pillars, for the facility of communication, and for the luggage, and everything else.

266. You think that D would give as good accommodation for the passengers as you have at Kingstown?—It would do so, supposing the wooden jetty to be left for those northerly winds, because we could not go to the north side of it; it would be just as good.

267. You stated that in certain cases that jetty might be made safe, but you would not extend the word "sufficient" to it: what do you intend by the difference between "sufficient" and "safe"?—One is a matter of convenience and facility, because there is no danger to the ship, or to the passengers; that is what we intend by the word "safe."

268. How far would the word "sufficient" go?—That would include proper conveniences, extent of accommodation, and facility of access in all winds; we draw a great distinction between the two, and have done so from the very beginning; Mr. Hawkshaw has also done so, and Mr. Rendel; and as it is to be deducted from the time occupied in the transit, it is a matter of very great importance, particularly when each minute is worth 34 *s.*

269. Mr. *John Tollemache.*] Supposing this plan were carried out which has been suggested, namely, that the jetty should be improved, and a proper berth found for the reserve vessel, and you found that you could manage to go to sea with ease, would that interfere at all with the trade which is carried on in the harbour now, independently of the passenger traffic; there is a considerable traffic carried on, is there not, by the North Western Railway Company, independently of passenger traffic?—Yes, there is.

270. And vessels connected with that traffic must go to the south of the extension pier?—Westward of it, properly speaking.

271. The vessels engaged in that traffic must go backwards and forwards south of that pier; and, if so, would not the coming out of your vessels interfere with that trade?—They are spending some money at the upper part of the harbour in making places for their own ships, so that that objection would be altogether got rid of.

272. Would the swinging interfere?—I do not think there would be any interference.

273. In fact, your pier would act as a sort of breakwater, and do away with the necessity of swinging south of your piers, supposing your vessels were kept up?—Yes, that is the primary object, of course; it would make it still more perfect to make it a packet pier.

274. *Chairman.*] Do not all the vessels that now belong to the London and North Western Railway Company, engaged in the cattle trade, lie in that Camber within the Admiralty Jetty?—No, never; they never go inside the Camber; they use the outside of it.

275. They have warehouses there, have they not?—It is rather to the westward of that.

276. They propose, do they not, to improve those warehouses?—Yes, up at the upper part near the station.

277. Do not they propose to deepen the harbour up to that point?—Yes, they are doing it.

278. If you get that berth, you must deepen the harbour also for your vessels?—No question of it; there is not water enough there now. Our ships draw nearly 14 feet.

279. The low-water-mark comes very nearly down to where their storehouses are?—Yes, the tracing shows the low-water-mark.

280. Then any vessel that is lying in the Camber now is at this moment dry, is she not?—No; she is aground, but is not dry.

281. If the warehouses were carried away, she would be entirely dry any higher up than that?—Yes, at low-water she would.

282. Do not you think that inconvenience might arise from vessels belonging to the London and North Western Company coming up to their new wharf and crossing where your vessels would lie at the moment that you would want to swing?—In the act of swinging they would go across the whole harbour, blocking up the passage.

283. Therefore, it is probable that an inconvenience would arise either to one or the other?—Yes; and very great danger might arise if we happened to be swinging one of our ships when they were coming in on a dark night; there might be a collision.

284. Do you see what the captains of ships call a knuckle there?—Yes.

285. Would it not be necessary to fill up that knuckle, and to extend the stone pier in a line with the point of that knuckle?—The extension berth is not marked on this plan, but it is practically filled up now.

286. Do you think that any accommodation which you could get there would enable the Government to fulfil the contract with you and the London and North Western Company, and that you would submit to the fines mentioned in that contract?—I do not think it would.

287. Mr. *Dalglish.*] You have described to the Committee all the disadvantages of Holyhead Harbour: have those disadvantages ever induced the Dublin Steam Packet Company to consider the question of giving up the contract for the Irish mails?—No.

288. They do not find the disadvantages such as to make it a disadvantageous contract?—No.

289. Have those disadvantages of the harbour produced any of the delays in the service which have taken place between the time you first commenced to carry the mails and the present time?—Very much so.

290. In fact, they have led to your making a longer passage than you would otherwise have done?—In the ordinary passage the time is a few minutes longer, because the distance is greater on every occasion.

291. Is that altogether on account of the bad construction of the present pier?—No, it depends upon its position; being a few minutes further in, there is a longer sweep to go round, so that it adds a few minutes on every occasion.

292. In fact, from the breakwater to the points of the pier you have to make a certain sweep?—Yes.

293. But you understood that that sweep would require to be made when you entered into that contract?—Certainly not; because we understood that those blue piers were to be the piers made for us; it was on the faith of them and that distance that we entered into the contract, because those blue piers were all agreed to even before we had finished the negotiation for the contract.

294. *Chairman.*] Are those piers alluded to in the contract?—They were agreed to; the contract is very definite as to the piers which are to be provided; and we consider the contract to refer to those and no others.

295. Mr. *Lefroy.*] Why were those blue piers substituted for the original plan?—The original plan, I think, was abandoned by Mr. Rendel himself. He held an inquiry in 1856, which we attended, and it was something on that plan, only rather closer to the breakwater, and better shelter would be provided; but it was agreed to on the condition given of there being deep water for the Transatlantic steamers. He died a few weeks after that meeting, and nothing further then took place. The following year Mr. Hawkshaw took it up practically adopting the plan, but moving the piers further back, I believe to keep the passage open between the Platters and Salt Island.

296. Mr. *Dalglish.*] Is there any such disadvantage in the present pier as would induce the Dublin Steam Packet Company to give up the contract?—We would not do so.

297. With the pier as it is now made, and with all the disadvantages that you have described to the Committee, would the Dublin Steam Packet Company, in your opinion, in the event of the contract going out from lapse of time, offer again for the contract, under similar circumstances?—That is a very remote contingency; I am not prepared to say what we would do 12 or 14 years hence.

298. You have told the Committee that you have no wish to give the contract up now, with all the disadvantages you have described; in your opinion, would the Dublin Steam Packet Company not offer again for the contract under similar circumstances?—If the Honourable Member means subject to the penalty of 1 *l.* 14 *s.* a minute, certainly, if they took my advice, they would not.

299. But supposing there were no penalties, would they offer again?—Yes; I think they would.

300. Then, if we learn that the delay which renders you liable to the penalty which has taken place in the voyage of your steam packets does not arise from this pier altogether, but arises from other causes, upon what grounds should the Packet Company refuse to fulfil their portion of the contract, so far as paying the penalties is concerned?—Because those causes of delay at sea are exempted by the contract itself.

301. From what the clause says, you think they are exempted?—They come within the term, "causes beyond control."

302. As far as I understand the clause, the words "beyond control," apply merely to the land service?—I think it applies even more specifically to the sea; it is "storms," and so on. It is in the tenth clause "Provided, that no such deduction shall be enforced for delay arising from causes beyond control, which words, 'beyond control,' shall for the purposes of this contract, so far as relates to 'the land service,' be construed to mean and include all stoppages from snow floods, dense fog, or collisions, or the entire interruption of the communication caused by the destruction of such works as the Dee Bridge, or the Sea embankment, and so far as it relates to the 'sea service,' to mean and include all stoppages by storms, snow, fog, collision, and delay to save life."

303. How many cases of excess of time have occurred where there has been no such thing as snow, storms, fogs, collision, and delay to save life?—I do not think any case has occurred.

304. You think they keep their time?—Yes, decidedly; this is a contract for land and sea, conjointly with the Government or the Post Office; the Post Office have no cognizance of any division of time between us. With regard to the time proposed to us by the Government for the sea service, it is referred to, I think, in Mr. Wilson's letter of the 11th of May 1857, and there is a good deal of misapprehension as to the time in which we undertake to do this sea service, it may be as well to put before the Committee the proposition made to us. There were some previous negotiations with the Government; they wanted the service to be performed in half an hour less time, but the expense was so great that they declined it; the expense would have been 30,000 *l.* a year more for 30 additional minutes. The larger class of packets which would be necessary would entail proportionately greater expense in working them. If you look at Mr. Wilson's letter of 11th of May 1857, on which the contract is founded, you will find that it is to this effect; "In place of 10 hours and 41 minutes between London and Dublin, the Government stipulates only for 11 hours 30 minutes. According to arrangements already in course of execution, a delay at Holyhead station will be saved by the extension of the railway to a floating pier, which will always be flush with the landing-place, and alongside of which will be the terminus of the railway." That was with reference to the refreshment room. Everything else that was held out to the Railway Company alluded specifically to saving the delay which they now and then do incur.

305. What delay do they incur now?—From going round that sharp curve, changing engines, coupling up the carriages, and the examination of tickets at the station.

306. Is it not the fact that so far from incurring that delay by that, they are absolutely bound to expend six minutes of time in going from the steam packet to the railway station?—No, I think they are not bound to expend that time.

307. You are perhaps not aware of the fact?—I am not.

308. I am informed that it is the fact that the railway train is bound to spend six minutes of time in going from the steamboat pier to their own station?—If you pass over that mile through the town, possibly that is the case; but I am alluding not to the mere time of transit between the pier and the station, but to the delays which occur in being obliged to change the engine (because a large engine will not go round that sharp curve) and the coupling up of the carriages at the station; that is what Mr. Wilson alludes to in this paragraph.

309. It appears to me to be a question entirely between you and the railway?—I think not, because

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because it is a joint contract for the service to be performed within 11 hours. Mr. Wilson says, "The additional time proposed to be allowed will give for the sea service, 30 minutes more than computed by Captain Huish, and will make it 4 hours in place of 3 hours 30 minutes." That was the time that was offered to us for the sea service, and that is simply the time proposed by the Government to us for doing the sea service in the event of a fine being incurred by us and the Railway Company keeping to 6 hours and 40 minutes; the joint transit not exceeding 11 hours. I think there is a gentleman here present, who was present when we concluded this negotiation, Mr. Corry, who proposed on the part of the Admiralty a clause in our contract binding us to do it in four hours; I assented to that, and the only reason why it was not put in the contract was, that the Post Office did not wish to have any separation between the land and the sea service. Mr. Hamilton also was present, who was the financial secretary at the time.

310. *Chairman.*] At present the penalty is on the whole line, divided between you, and your arrangement as to penalties are merely private arrangements between your two companies?—Yes; at that time the Post Office had not the control of the packet service, and they did not like to interfere with what they did not, perhaps, understand. They said, "We know nothing but as between point and point." But last year they were willing to enter into a separation of the land and sea service, each Company being responsible for their own part of the service. That would be attended with considerable convenience.

311. Mr. *Milner Gibson.*] What is it that you are paid for the mail service?—The subsidy is 85,900 *l.* a-year, subject to reduction by the increase of the passenger traffic beyond 35,000 *l.* a-year, which the Post Office would be entitled to immediately the passenger traffic realised above 35,000 *l.* a year. It has already realised something handsome, and we hope it will realise something very large, because of course the more we have to allow them, the more we get ourselves.

312. When does the contract terminate?—The contract is for 14 years, from the 1st of October 1860, and it will terminate on the 1st of October 1874.

313. *Chairman.*] Have you any idea what the pier and harbour cost?—It is put down in this paper as having cost about a million and a half already.

314. And there is not a proper landing-place for the Irish boats after spending a million and a half of money on that harbour?—No, there is nothing spent for the packet service. I cannot call that temporary wooden jetty a proper landing-place for the Irish mails.

315. Colonel *French.*] You stated that the subsidy is 85,000 *l.* a-year. Can you give any explanation why, receiving that subsidy, the Companies have joined together, and have raised the fares so considerably as they have done; seeing that, since you got the contract, the return ticket from London to Dublin is raised from 4 *l.* 10 *s.* to 5 *l.* 3 *s.*?—Originally, the regular fare, as most honourable Members know, was 3 *l.* from Kingstown to London, by either the express boat or our mail packets. Then the London and North Western Company had great opposition with the Great Northern Company, and that led to a general reduction of the fares locally, and they found it necessary then, in order to keep things in harmony together, to reduce the through fare from Kingstown to London by our mail lines, I believe, to 2 *l.* 15 *s.* Afterwards, when we commenced a new contract, they practically restored the 3 *l.* rate. I do not know why they made it 1 *s.* more. With regard to the return ticket, it is true that the 4 *l.* 10 *s.* has been raised to 5 *l.*, but there is this great advantage to the travelling public, that instead of having to return in a fortnight, they have now a whole month given them, and that is a very good equivalent for the addition of 10 *s.*; in other words, each journey is 2 *l.* 5 *s.* I think that though a great deal of complaint has been made upon the fares, they seem to me very moderate; that is as cheap as it is from Dublin to Killarney and back. That is excursion traffic; and though excursion traffic is avowedly cheaper than the ordinary traffic, our rates for travelling throughout the year in the most superior style, are not more.

316. But before they undertook the contract they gave to tourists and Members of Parliament return tickets that did extend over a month?—I remember that they gave them to Members of Parliament, but I do not remember that they gave them to tourists; they gave also to Members of Parliament another privilege which has worked very satisfactorily, and that was a sessional ticket for 20 *l.*; and I think that it was a great pity that they took them away. When I was consulted, I thought that 20 *l.* was an exceedingly good rate, and there was therefore no great compliment in it.

317. *Chairman.*] Is there any other pier than the temporary wooden jetty for any of your vessels?—No place at all.

318. Mr. *Laird.*] Supposing the Railway Company's vessels arrive at low water, where do they lie?—We have plenty of water at the wooden jetty at low water: for this reason, that we never come in at low-water spring tides, and at low-water neaps we have, I should say, 25 feet.

319. But supposing that the Railway Company's vessels (cattle vessels) arrive at low-water, where do they lie?—They so manage in sailing from the Dublin river, which is a tidal river, that they do not arrive at low-water.

320. They are never in your way at this jetty?—No, they never come to it.

321. Colonel *Pennant.*] You have given the sum spent in the construction of this harbour; do you recollect what the original estimate was?—The original estimate was 808,000 *l.*, including 150,000 *l.* for packet piers, which has now been spent, as I understand, at the breakwater.

322. Lord *John Browne.*] The original plan did not contemplate the extension of the pier so far as it has been extended since?—No, it did not; but there has been an additional sum of above 500,000 *l.* spent for the extensions.

323. Colonel *Pennant.*] The original estimate for the packet harbour was 500,000 *l.*, was it not?—No; the original estimate was 808,000 *l.* for the harbour, and 150,000 *l.* of that was for the packet piers.

324. Was not Captain Veitch's estimate 500,000 *l.*?—There were many original ones; but Mr. Rendel's was for 808,000 *l.*

325. Mr. *Milner Gibson.*] There is a power of terminating your contract at the end of five years, is there not?—Yes, if the Postmaster General should be dissatisfied with the way in which

which it is done, and then he is bound to purchase the packets at their cost price.

326. Mr. *John Tollemache.*] You propose to have a pier D, according to this plan which you have shown the Committee; has the cost of that ever been estimated?—I have made inquiry myself as to what it could be done for.

327. What is the result of that inquiry?—The result is, that if it is merely to keep the sea off from the present landing place, it could be done for under 50,000 *l.*; but that if it is done so as to make it a packet pier, it would cost 130,000 *l.* or 140,000 *l.*

328. If it was made simply a rough breakwater, it would be about half the cost, would it not?—Very little more than one-third of the cost.

329. Mr. *Lefroy.*] The difference would be immensely great in such a case?—Yes, and it would not exceed the sum originally contemplated for packet purposes. It was to be a packet harbour, and not merely a refuge harbour; that was the primary object of making the harbour of Holyhead.

Captain Richard Triphook, called in; and Examined.

330. *Chairman.*] I believe you command one of the steam packets carrying the mails between Dublin and Holyhead?—I do.

331. Have you had considerable experience in that service?—I have been since 1860 in command of one of those vessels, since the postal communication was established with those vessels.

332. Had you any previous knowledge of that service?—For the last 10 years I had been on the station, more or less, sometimes six or seven months, and sometimes two or three.

333. You are acquainted, of course, with the present jetty?—Yes, I am.

334. Are you satisfied with the accommodation which it affords for landing?—No, I am not.

335. Do you consider it safe for vessels, or commodious for passengers?—I do not think that there is sufficient shelter for our ships, with a north-west, or north-east, or north wind; the pier is so much exposed, that in trying to take the jetty we keep so close to it in the first instance, that there is danger in doing it; while we are getting our ropes on shore when we stop, in trying to take the jetty our vessels fall to the leeward, and with a heavy wind and a heavy sea on her broadside, is next to impossible to brace them up; it is only by reversing the engines backwards and forwards that we can work them, and it requires the strongest ropes that can be made to do it.

336. Do you consider that any danger would occur if those ropes parted?—Not a question of doubt about it; the ship would be lost before we could let go the anchor or reverse the engines to run up into the harbour, or the ship would go ashore to leeward, because starting from the eastern jetty to go up to the old harbour to run on the mud could not be done; there could not be a second thought at all that it must be done at once; if you wanted to run the ship on the mud, if you parted from the jetty you could not afterwards run upon the mud.

337. You could not bring the vessel's head round?—Precisely so.

338. Is that because the jetty is not at right angles with the other side of the stone pier?—Yes.

339. The vessel being so long she would project beyond the stone pier?—She would go over to the other side before you could turn her end up.

340. Therefore the result must be destruction to the vessel?—Yes, that would be the result.

341. And when the wind blows in that way, is not there very often considerable delay in landing mails and passengers?—Yes.

342. Could you tell the Committee how long you have been kept at a time, or other vessels?—Yes; I have been kept very often over half-an-hour over the usual time.

343. Does this occur very frequently?—Yes, it does.

344. On what occasion, and with what wind?—With a north-west, or a north-east wind, or an east north-east.

345. They are not the prevalent winds?—No, they are not the prevalent winds.

346. Therefore it is not always that this danger occurs?—Not at all.

347. It is only when those winds blow?—Only when those winds blow, and then it is a most dangerous place to run for with such large ships as those; it is attended with great danger, and it is only wonderful to everybody almost, that we have escaped as well as we have.

348. Could you describe the cause which renders it dangerous in those winds?—The sea and wind setting through the piling, and there being no shelter, you might as well go alongside a rock; there is nothing to shelter your paddlebox, or your mast, or anything; and there being no shelter above, you have the whole force of the wind on you.

349. Do you think that if that pier were solidified as has been proposed, that that would be sufficient to make it perfectly safe?—If it were solidified it would break off a great deal of the sea, but we should not have shelter from the wind by its being solidified. And it is a grave question whether, if it were solidified, the sea would not come round the end of the pier and cause a great swell inside, which I am not engineer enough to know; but it is my firm opinion that the sea would break round the end of the pier because the water must find space somewhere or other to expend itself, and would thus cause a heavy swell alongside the jetty.

350. Do you think that the sea would break over the pier?—Yes, I have seen a heavy sea break over it, and a spray that would wet you to the skin.

351. Do you think it would be impossible to land in comfort in such a case as that?—It would not be impossible; you might do it, but it would be very difficult to do.

352. Would it be possible for the passengers to land there while the sea was breaking over; would not they be soaked through?—Yes; but if the pier were solidified the sea would break over the whole of it.

353. That solidification would entail another inconvenience to the passengers though it might render the ship more safe?—I think so.

354. Do you think that any cover could be put on that pier which would be likely to stand, or would not injure the pier itself?—I do not know.

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If they put a screen right down the centre, say 25 feet from the top of the pier, I have no doubt that that would shelter a great deal; but then it is a question for engineers as to whether that would stand or not; I do not know.

355. You have stated the inconveniences; do you think there are any means in your mind for remedying the inconveniences of the pier, and if so will you state them to the Committee?—On the first day I ever went to Holyhead, my impression was that there should be a breakwater run out parallel to the present jetty to shelter it.

356. Where would you run it out?—In the direction of the Stag Rock, parallel to our present jetty; towards the Stag Rock.

357. You know the small part called the Little Platters, do you not?—Yes; it would be somewhere from that.

358. How far out would you run it?—I suppose it would run out 600 or 700 feet; I would run it out a ship's length, 350 feet, outside the present jetty.

359. Do you think that that would be a perfect protection?—I do; it would enable our ships to go alongside the present jetty at either side. It is an unparalleled thing to have ships of their magnitude to go alongside the pier at all at night time and in gales of wind. Therefore I say that we require the weatherside to go alongside off, so as to enable us to drop our ship down on the jetty and not to be blown off from it; that is to say, to go alongside the south side of the jetty when it is blowing from the south and south-west, and alongside the north side when it is blowing from the north-east, and to have this pier to shelter it.

360. At present are you not aware that it frequently happens that in rainy weather the passengers are wet through before they can get into the train?—I do not know whether it often happens that they are wet through; of course, they suffer a great deal of inconvenience. If you come up out of our deck and go ashore it takes you from 10 to 15 minutes; and if it is raining hard all the time you must get a good deal of wet.

361. If the sea breaks over the pier, is it not worse?—But the sea does not break over it when we go there, nor have I seen the sea break over since the first winter, for we never have had gales of wind so strong since that time.

362. If it is solidified you think they would get wet?—Yes.

363. Any passenger landing on the jetty wholly without protection must unquestionably be wetted?—Yes, that is my conviction.

364. Do you consider that this pier which you propose to run out from the Small Platters to the Stag Rock would make it perfectly safe?—I have no hesitation in saying so.

365. There has been another plan proposed, which is taking away the Admiralty jetty and the opening the Camber and deepening the water there; do you think that would be a sufficient alteration to secure safety?—I think for vessels of such length as ours it would be a very confined space, and I cannot conceive how any sailor can think of turning a ship there with a heavy gale of south wind on her beam or on her side. I think that would be impossible in a heavy gale of wind. I do not know how you are to get a rope off. I have seen Holyhead so exposed that no boat could take a rope out.

366. You think that is a possible objection?—I think it would be impossible to carry it out.

367. Do you think that any vessel coming in would find more difficulty in coming into the Camber?—We have very great difficulty and danger in pointing in the vessels to this berth. Vessels drawing 14 feet of water, it is a great draft of water, and the water there very often is not more than 17 feet at low water; the water is so shallow that ships will not steer, and we are obliged to run them down so far to the leeward, on that shoal part, that it would be an extremely dangerous thing, so much so that when we have a telegram to say that the Camber is clear, we are all afraid of it. I have never taken the Camber in a gale of wind yet.

368. Is that because you think it so objectionable?—Yes; if you take the ship down in shoal water you lose all command of her, she will not steer nor answer the helm.

369. There is no possibility, is there, of deepening it?—No, there is no possibility of deepening the water so as to point your ship into the Camber.

370. It is a very narrow entrance is it not?—Yes, and independently of that, it is a very confined space to work the vessel in into that Camber. It must be remembered that our ships are 70 feet wide from paddle box to paddle box, and the Camber is not more than 120 feet, if so much.

371. Do you know the breadth of the harbour from the Admiralty jetty across to the point opposite?—I should suppose about 600 feet.

372. Take it from the store houses to the opposite point?—I have no doubt it is about 500 feet.

373. Do you think it is sufficiently wide to swing a ship in with safety?—It is not.

374. Therefore you consider that no modification or improvement of that part of the harbour would be sufficient for the reception of the Irish packets?—That is my opinion.

375. Are you aware that the London and North Western Company are changing their storehouses and berth for their ships to the upper part of the harbour?—I have heard so.

376. And that they intend to open a larger channel, and deepen it?—Yes.

377. Do you think that inconvenience might arise from their ships coming in when your vessels were going out?—There is no question that if one of our vessels went swinging out, they would run into her; and if the wind were to the north or north-east, she must go ashore; for if you stop your engines, you must have space to steam her in, or else she goes away to leeward at once.

378. Have you kept any account of the number of times in the year that you have been late in consequence of the north wind delaying the landing of your mails and passengers on the jetty?—I dare say it happens 20 times in a year to our ships; I am sure it does.

379. Therefore I gather from your evidence that the only proposition which you have to make is for a breakwater from the Inner Platters?—That is my confirmed conviction. I told Lord Clarence Paget and the Duke of Somerset last year that was the only effectual shelter that we could ever have there; and if they gave us that, I am convinced no company would trouble them beyond that. Whatever that pier cost, it would cost very little if it was not faced; but if you face it, you would make it perfect.

380. Do you think there is any other part of the

the harbour that you would propose as a landing-place for the Irish packets?—No, I think that the best place.

381. Have you turned your attention to any other part?—I know the plan of Mr. Hawkshaw, which was pointed out to me last year when I was before the Admiralty.

382. Supposing the Government were disposed to lay out 130,000*l.* for the Irish packets which they intended for the American packets, would you think that sufficient?—I would venture to say thus much: in the first place, you come in under the breakwater, where all the ships lie, and I say it would be utterly impossible for any man, no matter what appliances he may have, to keep that space clear of shipping at night, because I have often seen them run in at night before me, and anchor right in the way. We have had the greatest difficulty in going out in avoiding the ships there, and we should have a thousand times more. I have seen so many vessels lying there, that I have called the attention of the superintendent of Holyhead to it, in order to show him in daylight the utter impossibility of vessels lying there without interfering with us.

383. Is it the case that vessels do not go into the Harbour of Refuge, but lie outside this new arm?—Yes, under the breakwater.

384. This harbour is, consequently, of very little use at all?—It is of great use to coasting vessels; I have seen as many as 200 vessels lying there at a time.

385. But the arm that has been lately made on the suggestion of Mr. Hawkshaw, is the only means of defence from the wind for large vessels?—Yes, for almost all of them.

386. You think that the harbour-master could never keep a clear passage open?—I think it would be utterly impossible for any man to keep the place clear.

387. Therefore you consider that in the harbour of Holyhead at present, there is no sufficient landing-place for the mail packets?—It is not convenient, and not adapted for vessels of their magnitude.

388. Colonel *Pennant.*] It is difficult for vessels to fetch into that harbour in particular winds, is it not?—No ship of any size can turn into the new harbour without being towed, and small vessels are obliged to be towed out, very often with the wind from the east.

389. *Chairman.*] That harbour is so constructed, that a vessel seeking refuge cannot go in?—Yes; that elbow has contracted the entrance to the harbour, and between that and the Platters it is so narrow that a ship of any size cannot turn that point.

390. Mr. *Milner Gibson.*] In the correspondence at page 17, there is a letter from Mr. Watson, who states that he attended at the Admiralty with some of the commanders, and that, "In reply to the inquiry of his Grace the Duke of Somerset, whether omitting from consideration the north side being made available as an arrival berth, the filling up the present open jetty, in order to prevent the passage of the sea through it, together with the construction of a roof and screen wall on the top along its entire length, would provide for the safe berthing of the vessels, the commanders of the packets gave it as their opinion that such improvements would provide for the safety of the vessels, and also for the convenience of the public in landing and embarking." Were you one of the commanders who gave that opinion?—If that means solidified, no, I never did give that opinion.

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391. You differed from the other commanders?—I do not know; that was never my opinion; my opinion from the commencement, as I have stated, was that we never should have accommodation or proper shelter there, without having that small stone pier run out parallel to the present jetty.

392. I quote now a letter from Mr. Watson, which he wrote to the Secretary of the Treasury on the 5th of April 1862, at the time when it was then intended to carry on those improvements in the present jetty, the screen, and the shed, and the piling; and in reference to those improvements, Mr. Watson says, "the commanders of the packets gave it as their opinion, that such improvements would provide for the safety of the vessels, and also for the convenience of the public in landing and embarking, though the contractors for the sea service would not be afforded the advantage of a weather berth to approach in northerly winds, and the greater convenience and advantages which the larger works were intended to supply." Were you one of those commanders?—I certainly never was.

393. You differed from the other commanders?—I suppose so, because that was not my opinion; I think a vessel of the size and magnitude of ours ought always to have a weather side to drop down on.

394. But so far as this proposition goes, can you tell me whether you were present at the time?—I do not know whether that was the time when I was up at the Admiralty or not.

395. Were you at the Admiralty, and were you present at the interview with the Duke of Somerset when that question was put?—I do not recollect that question being put, but I stated distinctly to the Duke of Somerset and Lord Clarence Paget that we never should have sufficient accommodation or shelter without what I have stated.

396. Mr. Watson says in this letter, that there was a unanimous opinion in favour of having a breakwater in order to secure the weather berth?—Yes, I am quite of that opinion.

397. But irrespective of that weather berth, are you of that opinion as was expressed on that occasion, that the improvements in the jetty as projected, "would provide for the safety of the vessels, and also for the convenience of the public in landing and embarking"?—I am quite of opinion that they will tend to facilitate the thing very much. It would give me great assistance if there was a screen up and down of 25 feet, and if that place was solidified.

398. Are you aware that this solidification, this screen, and those improvements in the jetty were proceeded with because it was understood that the commanders were of opinion that such improvements would provide for the safety of the vessels, and also for the convenience of the public in landing and embarking?—I was not of that opinion, indeed; I was never consulted on that; as late as last Friday night, with the wind blowing pretty strong, not a gale of wind, but with the wind from the north-north-east, I was, I think, 13 or 14 minutes landing my mails and passengers. I had to swing my vessel inside on that occasion after that, and that swinging inside took up one hour. My mate did it, but my mate is a very smart active fellow, and he could do it

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as well as I could; but to give an idea of the difficulty, and the time it takes to swing a vessel without being able to swing on a turn-table, I was an hour in swinging her.

399. Mr. Watson states, in his letter to the Secretary of the Treasury, dated the 5th April 1862, in speaking of the commanders, "Those officers gave their opinions unanimously, and decidedly in favour of the present situation of the landing place"?—Yes, the present situation; it is quite my conviction, that it is the best in Holyhead for a vessel to go alongside; I say the present landing-place is the best situation that I could point out for vessels going alongside. I do not think anything could be better provided, that it is sheltered properly.

400. Do you think it would be sheltered properly if there were this breakwater outside?—I do, indeed.

401. The object of that breakwater is to give you a weather berth, as it is termed, alongside the present landing place, is it not?—Not only that, but to shelter us from the sea, and everything else; we should not have the sea breaking in against us if that was there; with a breakwater, we should always use the weather-side of the jetty.

402. Do you propose that this breakwater should be a rough stone breakwater, merely for breaking the sea?—I think either would do effectually to prevent the sea breaking; but I certainly would recommend the Government to face it at once, and be done with it.

403. With regard to the landing place, you would still come where you now do; would the difficulty of pointing ships, drawing so much water, into this berth, be less than it is now?—No.

404. Have you found that since the piling has been put nearer, it has effected an improvement in the shelter?—Yes, I have; the sea is not near so broken, nor the draught of the wind underneath it so heavy.

405. There is not so much difficulty in taking a ship alongside?—No; but we have not had such heavy gales of wind for the last two years, as we had the first year; it is really wonderful how those vessels were saved the first winter, seeing that we had such difficulties to contend with.

406. Perhaps they were not what they are now?—No; I admit that this double piling has improved the thing a good deal.

407. If that is carried still further by more solidifying, or whatever it is termed, that would be a still greater improvement, would it not?—You must take care that you do not solidify it too much; it might all wash away. Then there is another thing which has never been pointed out; what is to prevent some of those great ships which anchor under the breakwater, breaking adrift and carrying the whole fabric away, and then the whole postal communication between the two countries would be stopped. There is nothing to prevent some of those great ships of 1,500 or 1,800 tons which constantly anchor under the breakwater, breaking adrift. If any one of them breaks adrift, or if one ship runs foul of another, you may have half-a-dozen of those ships driving in and carrying away the whole fabric; whereas if there is a stone breakwater or a stone pier, you can avoid all that. Besides, at the part where you would run the stone breakwater out, the water is so shoal that it really would not cost any very great sum of money; but, certainly, I would recommend to have the thing properly done, and to have it faced.

408. Colonel *Pennant.*] Supposing the present wooden jetty were made of solid stone, would not the sea run round the end of that jetty?—I think it would; however, I do not mean to offer a determined opinion upon that, because that is a matter of opinion; but I think it would do so.

409. Mr. *Stansfeld.*] You talked of taking an hour to swing your vessel round; where do you swing her round?—Inside the present pier.

410. Outside this harbour?—Yes, outside the harbour.

411. Under what conditions of the wind did you say that the swinging of a vessel round there was most difficult?—North north-east, and east-north-east, and very often we are obliged to swing our vessels, with a south-west wind; that is the weather side. If we back round to the north side and the wind in the mean time (which it has done more than once or twice) were to change to the north-north-west, it would drive us in with such a sea that it would damage us very severely. One of our ships got her paddle-boxes very much shaken by backing round in that way.

412. Was it under those circumstances that it took one hour to swing her round?—Yes, with the wind to the north-north-east, which is about the worst wind to swing by.

413. Lord *John Browne.*] It was not under the circumstances of the wind changing suddenly that you took an hour to swing round, was it?—No, it was not the wind changing, it was the wind being to the north-north-east that made us swing so slowly.

414. On the occasion on which you took an hour to swing, the wind did not change while the operation was being performed did it?—No, it did not.

415. Mr. *John Tollemache.*] I suppose you have seen Mr. Watson's plan?—Yes.

416. And have seen the pier which he has proposed, marked D.?—Yes.

417. I understand you to say, that you consider the present jetty the best place for landing passengers?—I do.

418. Therefore, if that pier were made you would not recommend it for landing passengers, but simply as a breakwater?—Merely as a breakwater; but I would have it faced also, because then it could be used for any purpose for which it could be required.

419. As far as the Irish passengers are concerned, you would recommend the present jetty for landing them, and not the pier suggested by Mr. Watson?—Quite so; the present jetty I would recommend for landing and departing if it is sheltered properly; and the best way of doing that is by building that stone pier, which I do not think is at all unreasonable.

420. Colonel *Pennant.*] Is there width enough on the present pier (marked C. on the plan) for a double landing, both on the north side and on the south side?—Yes, quite.

421. Mr. *Lefroy.*] If what is described as D. on the map was built, would you wish to continue the present pier as a place for landing; would you make use of D. as a landing pier?—Yes; the present pier would always be used as a landing-place.

422. What would you require done to the present

sent pier in order to make it a safe and satisfactory landing-place for passengers, and safe for vessels?—If you built a stone breakwater, as far as I am concerned, I want nothing more than that; but passengers are always singing out for a screen to keep them from the wet.

423. Would the present pier, in your opinion, hold a screen for passengers, unless it were built of stone?—Yes.

424. I believe that the solidification has made it a safe pier?—I would not offer an opinion upon that; I do not think you could cover the whole of the present pier in entirely; it would not be right.

425. The last witness was asked: "Supposing the Camber were cleared away so as to give more space for swinging the vessels, would there be any objection to vessels then taking their course from Ireland going direct there, and coming in on the weather side?—I see every objection in the world to it. I cannot conceive how any man in the world can fancy that one of these ships could be swung when the sea is breaking on her side; even if the Camber was cleared out, or if a vessel went alongside that new breakwater there, or you put her alongside any pier or any place, it is utterly impossible to swing a ship of of that kind with the wind broadside on without having a table.

426. Mr. *Milner Gibson.*] Not even with the use of steam?—Not with an arm of steam in such a confined space as that.

427. When the wind is from the southward it is smooth water on the north side of the jetty, is it not?—Yes; the honourable Member was speaking of the part where the railway boats go.

428. It is stated, that when the packet comes in you cannot get her to lie with her head out, so as to be ready to start, and that you cannot alter her position with her head outwards with a strong southerly gale; is that the case?—No; we cannot do that.

429. Is there anything to stop her going outside the harbour, and backing?—It is a very dangerous thing in a heavy gale of wind.

430. Is not the water quite smooth with a southerly wind?—But the force of the gale is so great, that if you happen to drop down on to the eastern jetty, the consequences would be very serious; recollect that you are lying to the windward by going in; and it is proposed to do away with the Camber.

431. You were asked whether the incoming packet could be got round inside the harbour; do you think that could be done?—I do not think it could.

432. Could not she be got round outside the harbour?—She could.

433. Mr. *Lefroy.*] Supposing that the part where the Camber is at present, and the Admiralty jetty were cleared away, and that all obstructions in that part of the channel were cleared away, so that there would be no danger or difficulty for vessels arising from that cause, would there be any other objection to making it a landing-place for vessels coming from Ireland?—There would be that difficulty which I pointed out, the difficulty or impossibility of swinging our vessel there.

434. Whence would the difficulty of swinging arise if the Camber were cleared away?—I cannot see how that could be done, or any seaman could do it with the wind blowing a heavy gale broadside; you have to get her bow off or her stern off, and while you are getting the one or the other off, one or the other must suffer.

435. What I want is, that your answer should explain whence the difficulty arises; is it not from the wind and not from the want of space?—The wind principally, but the want of space too, because there is very little space between the south side and the length of our ships, which are 350 feet long; the space I suppose is not more than 500 feet at most.

436. Mr. *Laird.*] Your difficulty would be, that with the wind in the south you would be pressed so hard against this pier or jetty, that you would find it impossible to wind the vessel there?—Quite impossible.

437. The only other way to do it would be to back out, would it not?—Yes; but that would be a tremendously long affair in a dark night, when you cannot see half the length of your ship, and it is blowing a heavy gale of wind; it would be too great a difficulty.

438. You consider that it would be a dangerous thing to be backing out in a dark night?—I do; it is running too much risk with the ship, and testing the ability of any captain too much to ask him to do such a thing.

439. You recommend this breakwater marked D on the plan, because in that it would make both sides of this present jetty available?—Quite so; and as I said before, it would shelter the whole thing, and shelter Holyhead harbour too.

440. Mr. *Milner Gibson.*] Whatever you have, the incoming vessel has to be swung in order to put her in position to get out?—Yes, quite so.

441. You say that you would always land at the present jetty?—Yes.

442. Would the incoming vessel always have to be swung inside the present jetty?—Round the end of the pier we do that.

443. What is to prevent your doing that with a southerly gale, without the breakwater?—We have very often been prevented from doing that from the fear that our ropes would break when the steam was on.

444. You state that you would come to the present landing place under all circumstances?—Yes; but not to the same side with all winds. If it were blowing a north or a north-east wind, and we had that little breakwater there, I should go to the northern side, and let my vessel drop quietly down on it; as soon as I had landed my mails and passengers upon it, I should turn round.

445. But sometimes you would come to the present jetty, would you not?—At all times I should come to the present jetty, but sometimes I should come to one side and sometimes to the other.

446. When you come to the south side of the present jetty the vessel would have to be swung?—Yes, she would.

447. How would you swing her?—Round by what we call the shunk, getting a large stern rope in and reversing her round with the engines.

448. Would the existence of a breakwater to the north enable you to do that better than you now can do it with a southerly gale?—Yes, it would, because it would help to break off the tide; there would be no tide setting through the pilings or all round the end of the pier. There is now a violent tide setting round the end of that pier.

Captain *R. Triphook.*

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449. It is not the southerly gale which prevents your swinging, but it is the tide?—Both the action of the gale and the tide.

450. You think that you cannot get round the end of this jetty, we will say, with your ship, to swing her with a southerly gale, unless there is something to the northward of you; is that your position?—I did not mean to say that.

451. You say that sometimes, even whatever improvements were made, you would come in with the incoming boat on the south side of the present jetty?—No, I do not mean to say that.

452. You would sometimes come in?—Yes, I would.

453. On those times that you did come to the southward of the jetty, would you or would you not have to swing this long ship in the Holyhead Harbour?—We could swing round the end of the pier as we always do.

454. In what way does the existence of the breakwater to the north facilitate that operation?—Only that the tide does not run so strongly through the pilings.

455. When you come to the north side of this present landing-place where would you go if there was a breakwater; how would you swing her then?—I should swing her round by the end.

456. Supposing that there was a northerly gale squeezing you up against this jetty, how would you do it then?—She can always swing because there is a table to turn round; it is very different when your vessel is lying up there.

457. You would be able to swing sometimes then from the north side and sometimes from the south side?—Yes.

458. At any rate you show by that that it is quite practicable to swing on the south side?—Quite practicable.

459. You stated just now, did you not, that it was impossible in a southerly gale?—No, but that it is impossible for me to swing my ship unless I have the length to turn round in.

460. Mr. *Laird.*] If you were at the end of the wooden jetty, in a southerly wind, you can get your vessel round by the use of steam?—Yes.

461. If you are a long way up the harbour and you are pressed against the pier, the steam would be of no use in bringing her round?—None.

462. By means of the turntable you might put the steam on so as to bring your vessel round?—Yes.

463. Supposing this breakwater to be made at the north east of the present pier in a southerly gale, would you come to the north side of the present pier, or to the south side?—I would go to the south side, and in a northerly gale to the north side.

464. You would go to the southerly side at the end of the pier, close to the end of the wooden jetty?—I would go to the weather side of the pier, and let my vessel swing round when I had done landing my passengers, and that process is done by getting a very heavy rope passed on shore; we get the end of that on board, and back round, keeping the engines at work all along, and keeping that heavy strain on the rope, the vessel comes round by degrees, and swings round to the other side of the jetty.

465. After she gets to a certain point the wind helps you?—Yes.

466. *Chairman.*] That cannot be done when you are inside the harbour at the Admiralty jetty?—No, it could not, because you have nothing to work round on.

467. Mr. *Lefroy.*] A former witness has stated to the Committee that, for the protection of the vessels, and for the comfort of the public, in his opinion the pier as described by the letter D should be built, and that it should act not only as a breakwater, but as a general pier to which the vessels should come in; and he said that he wished the present pier to be continued, in order that vessels should come up to that temporary pier under certain winds; I understood that you differ from him on that point, and that you prefer that D should not be made as a pier at all, but only as a breakwater, and to make use of the present temporary pier; do you agree with him in his view, that you would have a new pier made, and the other only continued as a temporary pier for the vessels in certain winds?—I agree with the last witness in saying that I would prefer having it faced so that you could use it if you wanted to do so, but for landing passengers and disembarking I prefer to use the present pier.

468. Would you prefer it under every circumstance?—Yes, I would.

469. Lord *John Browne.*] If you use the two piers you would then require two sheds, which would be an additional expense?—Yes. I would only require one pier, which is the present one, with the shedding that I have spoken of, and I would use both sides of it; with a north wind I would use the north side of it to go alongside; and with a southerly wind I would go round on the south side of it.

470. Mr. *Milner Gibson.*] With a southerly wind you never would need to go very high up?—No; I would use it more at the end.

471. There would be no difficulty at any time in swinging in a southerly wind?—No, provided that the gale was not too heavy; it is a difficult thing to swing a ship sometimes in a very heavy gale of wind.

472. But that is what you must have to do always, is it not, with the incoming packet?—Yes.

473. You would always go to the south of the present jetty with a southerly gale?—Yes.

474. Therefore, with a southerly gale, you would always have to swing inside round the end?—Yes, which is the way that we do now.

475. Colonel *French.*] Do you mean to back her round?—Yes; to back her round or swing her round.

476. Lord *John Browne.*] Would you not prefer making fast to a wooden pier in preference to a stone pier?—I do not think that that makes any difference. We have a stone pier at Kingstown, and we find it very easy to manage it there; there is no difficulty whatever; it is easy of access and easy of departure.

Veneris, 19° *die Junii*, 1863.

MEMBERS PRESENT:

Lord John Browne.
Mr. Corry.
Mr. Dalglish.
Colonel Dunne.
Colonel French.
Mr. Milner Gibson.
Lord Richard Grosvenor.
Mr. Herbert.
Mr. Laird.
Mr. Lefroy.
Lord Naas.
Colonel Pennant.
Mr. Stansfeld.
Mr. John Tollemache.
Colonel Vandeleur.

COLONEL DUNNE, IN THE CHAIR.

JOHN HAWKSHAW, Esq., called in; and Examined.

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477. *Chairman.*] I BELIEVE you are an eminent Engineer, connected with the Holyhead works, and have a perfect knowledge of the locality?—I have a knowledge of the locality.

478. You are aware of the wooden landing pier to which the packets from Ireland now come, and land mails and passengers?—Yes.

479. Do you think that landing pier a safe and sufficiently commodious landing place?—I think it will be quite so, with what has been last proposed to be done to it.

480. What do you understand that proposal to be?—In addition to what is now done to it, I have suggested to the Government to plank the centre piling with planks placed nearly close to each other, and that will still further prevent the sea passing through the wooden jetty; I have also suggested a screen to be placed in the centre of it, above the level of the platform; and when those things are done, in my opinion, the pier will be quite safe, and quite convenient.

481. Was it your proposition to solidify the pier?—It was not my proposition to solidify the pier, but merely to place such obstruction in the way as would prevent the sea and the wind coming through, which is all that is necessary.

482. The word "solidify" is therefore not a proper term?—No; it has crept into the correspondence in some way or other. Solidifying, I should have supposed, meant filling up with stone, or making it into a stone pier. We have driven extra piles along the centre, and also along the sides, and I now suggest that along the centre row of piles we shall put planking so close as to prevent the sea and the wind passing through, because the packets are blown from the pier, not only from the wind passing over it, but also from the wind passing through it; and this planking, with a screen above, would, I think, make the pier easy of access, and quite safe for the packets.

483. Do not you apprehend that in the case of solidifying, even to that extent, the sea would go round the point, and cause a swell at the weather side of that pier?—No, I do not.

484. You think that that danger is chimerical?—Yes. I do not propose to make the pier absolutely close, but close enough to prevent any wind or sea passing through it which would affect the Dublin Mail Packets.

485. A certain quantity of wind or sea must pass through it if it is not solidified, must it not?—Yes; but not so as to affect the packets.

486. Do you think that a new breakwater is necessary?—I think not.

487. Do you recollect the works carried on at Salt Island?—Yes.

488. Do you recollect that you stated in one of your reports that the injury done to the partially constructed works there was so great by the sea coming in that you were obliged to stop the works till the outer breakwater was done?—Yes; but that was before the outer breakwater was constructed; it was then open to the whole range of the sea.

489. Does the outer breakwater completely cover it at present?—It covers it to a great extent; there is no such sea now at the site of this wooden jetty as there was before the great breakwater was extended to its present point.

490. You think that it tends to break the water at the present landing pier?—Yes.

491. In your original plan, which succeeding Mr. Rendel's plan, when Mr. Rendel's inner piers were done away with then you proposed two piers, marked blue on the plan?—Yes.

492. Are those proposed to be continued?—The Government have declined to construct them, and I understand that they are abandoned.

493. Do you recollect, in one of your reports, stating, as one of the advantages of that stone pier, that it would cover the inner pier from the sea, which you proposed as a temporary landing-place?—I do not remember that being stated in any report, but it was quite understood that the stone packet piers, as they have been termed, were works which would require several years to construct, and that the mail packet service would have to be carried on for a considerable period at the wooden jetty at which it is now carried on; that was so stated in my report; and I remember, when we were discussing it, that the question arose about the wooden pier being sheltered, and I stated that the staging required for the construction of the stone packet pier would afford additional shelter to the wooden packet pier.

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494. Do you recollect any observations that you made in your report as to the present wooden landing-pier being the best place for landing the Irish mails?—Yes. I stated then what I should quite state now, that, if nothing had to be done at Holyhead but to provide for the two mail packets (and supposing the times of arrival and departure to remain unaltered) then the position of the temporary packet pier, is good, perhaps the best for them. I am of that opinion, and have always been of that opinion; and if that was the only object to be provided, then I think the present position of the packet pier would answer every purpose.

495. In point of fact, you did not consider it the very best place that could possibly be?—No; the same report gave reasons why I could not come to that conclusion; I thought that it was necessary to look beyond the present two mail boats, and so I think it is.

496. Do you think that the only objection to the present station, was the idea that the large boats for the transatlantic packets would have to come alongside?—Yes; at that time my instructions were to propose a plan which should provide for the transatlantic steamers calling at Holyhead; and, of course, I had that object in view when I proposed those stone packet piers. But it is also necessary to observe that, irrespective of the transatlantic boats, supposing the traffic to Ireland is to increase, which, I have no doubt at all will be the case (I don't mean to say this year or next); and supposing larger boats had to be put on to that station, then the position of the temporary wooden jetty would not be the best. It is good now, only because the mail packets never arrive or start at low-water spring tides, if they did, there is scarcely sufficient water; and supposing that in the course of time, it were necessary to put on two more packets, for instance, day packets, of the same size, then, of course, the other situation would be best, because there would be deeper water there.

497. Do you think if the other were completed for an Irish steam-packet station, it would not be difficult for vessels to come to an anchor out of the way of the packets?—I think not; that question was considered very carefully at the time by those gentlemen who were conversant with Holyhead, by the harbour-masters, and by nautical men who had lived there many years, and I think the conclusion come to was, that there was no difficulty in keeping that part of the harbour and breakwater clear.

498. You think that it would be possible to keep a passage clear in rough weather, when vessels drop in behind that pier?—Yes, I think so; I should wish to say, that I am only making these observations to show the reasons, which, in my opinion, militate against laying out more money at the present site than is necessary. I have already said, that I think the present site, that is to say, the temporary wooden jetty, as it is called, or wooden packet pier, will, with the additions which I have suggested to it, be quite sufficient for those mail packets, and therefore my observations merely go to this effect, that I think it would be a great pity to expend large sums of money upon that site; I mean, by making breakwaters there and other permanent works, which I have always objected to, because I think that the time will come when the present site will not be the best, and will not be sufficient for the Irish traffic. I consider the present site for the mail boats, which now arrive at certain fixed hours, which hours I do not think will be changed for mail purposes, is quite sufficient; but I think it would be a great pity to lay out a large sum of money there in permanent works, when it is very probable, that in the course of a very few years the traffic with Ireland may so far increase, as to call for works in deeper water.

499. You do not anticipate that the northern breakwater which has been mentioned, is of any use for the traffic with Ireland at present?—No, it is of no use at present, for it is not fitted for the arrival and departure of the steamboats.

500. It could be of no use whatever, could it?—No; I mean to say not in its present state. The propriety of preparing a portion of it for the mail service has been considered over and over again, but the conclusion which has been arrived at has always been adverse to that suggestion; because, in the first place, it would lengthen the passage to Ireland, and would involve an expenditure as great as, or greater, than in providing permanent accommodation elsewhere.

501. You objected, did you not, to the original plan of a floating pier, as proposed by Mr. Rendel, inside the harbour, along the Platters?—Yes; but I may state that those piers were abandoned before I had the honour of being appointed engineer, for they had been objected to by every person interested in the matter. Mr. Rendel had, I believe, given up all notion of the piers within the harbour.

502. Within the harbour, is there any site at this moment where it would be advisable to build a pier for a packet station?—I think not; with regard to the Irish service, I think the probability is, in the first place, that that traffic will increase so largely and so rapidly, that the boats will never get smaller and may get larger; and just in proportion as the boats get larger, the access to and from the piers from which they go, must be made as straight and as direct as possible. It would be quite fatal, I think, to the Irish service, to place the piers anywhere where a long large vessel would have to make sharp curves to get into the interior of the harbour; it would cause great delay, and be injurious to the harbour.

503. Within what number of years do you anticipate this increase of traffic with Ireland?—My own impression is, that in the next 10 years there will be just as great an increase in the Irish communication as has taken place in the last 10 years. I remember when the small boats were started, and they were considered at that time to be everything which could possibly be done in the way of steamboats; they could go 17 miles an hour, and they were much swifter and superior to anything that had been done before that; as far as I recollect, everybody thought they had arrived at finality with regard to that service; and I think it is just as probable, and I have no doubt myself upon it, that an equal interval of time will very likely lead to as great an advance in the steam-packet service between this country and Ireland, as the last 10 or 15 years have done. I think it is likely that those boats which are very splendid and efficient boats now, may in 10 or 15 years be looked upon very much as you look upon the old steamers which were used 10 years ago; that is to say, you will have swifter and larger boats, and more of them.

504. In that case, you think the present landing

ing place would not be sufficient?—No, it would not; and then I say, when that time comes, I know no other place at Holyhead, to which I could point, and indeed there is no other place where that kind of service could be properly carried on, except at packet piers, constructed at the site I suggested, and which are shown blue on the plan.

505. Would you do nothing till the time which you anticipate arrived?—I think it would be very unwise to lay out a large sum upon permanent works, in a situation, which, in my opinion, will, in course of time, be abandoned for the Irish packet service.

506. Do you think that it requires a large sum to run a breakwater over the Little Platters, and defend the point of the present landing place?—If it were simply a breakwater, it would require about the sum which Mr. Watson stated, namely, 50,000 *l.*, that is, if it were not a packet pier at all; but to make it into a packet pier, that is to say, to wall both sides of it, would call for a very large expenditure; in fact, if the Government even came to that conclusion, they had better lay out that money upon the site which is marked blue upon the plan.

507. What would be the expense of those piers marked blue?—The estimate in my report of September 1857, was 425,000 *l.*; but then, as I pointed out in that report, that was for the completion of the whole work, and I showed that I did not consider it was necessary to do this for the present packet-service; that was the sum that would have to be expended if the entire scheme was finished; for instance, leaving out the walling on the eastern side of the eastern pier, would diminish the cost by about 130,000 *l.*, that taken from 425,000 *l.*, which included the walling of both sides of the eastern pier, and one side of the inner pier, would reduce the cost to about 295,000 *l.* It is quite clear, that that expenditure would be much too large, supposing it were to-day decided to do something there for the present Irish mail service, and it would provide a much larger amount of accommodation than would be required for the present two boats. The expenditure would depend upon the extent of vertical quay wall provided; the nucleus deposited inside or at the back being but a small expense, and probably 200,000 *l.* there would provide quite as much, and more in my opinion than enough, for any service at present carried on.

508. That 200,000 *l.* would be the minimum required for the completion of these piers?—It would be as I have said, more than enough for the present packet service.

509. It is rather a loose estimate, ranging between 420 *l.* and 200,000 *l.* I wish to know what, in your mind, would be sufficient to place the pier upon the point marked blue on the map?—I have given the Committee the exact figures; for instance, the sum of 425,000 *l.* involved vertical walling on both sides of the eastern pier, and on one side of the inner pier. Leaving out the walling on the eastern side would reduce the sum to 290,000 *l.*; this sum might be further diminished by shortening the quay or leaving out the inner pier; I think 200,000 *l.* would be ample.

510. You think that the present landing place is perfectly sufficient?—I think it will be so, with the additions which I propose.

511. To cover it with a breakwater would, you say, cost 50,000 *l.*?—Yes; simply to cover it with a breakwater would cost 50,000 *l.*

512. Are you aware of the proposal which has been made to take the packets further up from the wooden pier, and lay them alongside the Admiralty jetty, in what is called the Camber?—Yes.

513. Have you ever considered that proposal?—Only since I heard it in this room.

514. Have you formed any opinion as to whether that would be a sufficient berth for the packets coming from Ireland, or superior to the present one?—The suggestion, as far as I understand it, would, of course, go to increase the accommodation beyond that which I myself have proposed; this is the present temporary pier (*pointing to the plan*). I understand that it is proposed to run it up something in this way (*describing the same*). The proposal was to take away this old Admiralty jetty, which is very much decayed, and extend the wharfing up the harbour some distance, so as to give considerable increased length, and considerably increased space, beyond that which is at present appropriated to the mail packets. No doubt that would afford a large amount of accommodation to the passenger service.

515. Would it not be necessary to deepen the water there?—It would be necessary to dredge to some extent alongside this part.

516. Would you run it up as far the buildings which are now stores?—Yes; and they would have to be taken down; they are placed upon piles which are very much decayed; they belong to the London and North Western Railway Company, and it would no doubt afford a very much larger amount of accommodation if that could be done.

517. In case of that being done, and the vessels had to swing, do you think there is room for vessels to swing?—There is room I think, as far as I recollect.

518. Are you aware of the breadth across from the Admiralty wharf to the point on the opposite side?—It is about 480 feet at the narrowest point.

519. That is not all deep enough for a vessel of the size of the packets; is there more than 400 feet across in which a vessel could swing?—It would have to be deepened in order to enable a vessel to swing, but generally speaking, the vessels would move on and back round the present wooden jetty.

520. Would it be possible in a strong southerly wind to swing her at all?—Perhaps not to swing; but in a southerly wind there is no sea, the whole of this water would be as smooth as a millpond; of course, if the wind was very violent indeed, it would prevent the swinging of a vessel almost anywhere there.

521. It would press her against the quay wall?—Yes, but that would apply anywhere; supposing you put down the breakwater which is proposed by Mr. Watson, you might in a gale of wind have the same difficulty in swinging

522. Supposing a vessel was running to the wooden pier and found the sea high, would it not be easy to turn her round, so as to run alongside that wall?—There would be no difficulty.

523. How would you get her head round to get alongside the other pier?—That could be very easily done by a slight alteration of her course.

524. Supposing a vessel was running to lay herself alongside of the wooden pier, that wooden pier is very little longer, is it, than our vessels?—It is 600 feet in length.

525. And the vessel is 350 feet?—Yes.

526. Supposing she goes nearly alongside the

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pier, and they wanted to run further on, how would the vessel be brought round to be alongside the inner pier; how would they manage to change her course?—I apprehend they would never do that if this pier was lengthened; if this elongation of the old harbour was made, I take it that they would always prefer to run to that part which would be perfectly sheltered, and they may use the other for the vessels merely to lay at.

527. Supposing they adopted the system of running to inner pier, is it not very difficult to go into such an entrance in a dark night; could they do it without making a long sweep into the bay?—It would be perfectly easy; supposing it was made a permanent place of landing, of course, upon that elongation, any kind of roof or screen could be placed, and it would be perfectly sheltered; therefore, I take it that they might always run there without any difficulty.

528. Do you not think that a seaman would be very unwilling to run into a narrow place of that kind, and with rocks on the further side?—There is plenty of width, and the point which I have given, which is distant 480 feet, is not a rock; it is the end of the wall of the graving dock, on the opposite side.

529. But a long vessel of that kind would have to make a large sweep, would she not, to bring her head straight?—No; it would be a perfectly easy course, in point of fact, a course clearing the Stag Rock well, would take her right into it perfectly easily.

530. Do you know what kind of bottom there is alongside that pier which you propose to deepen; is it not a rocky bottom?—Close to the shed of the London and North Western Railway there is a piece of rock, but I should propose to put piling outside it so as to avoid touching it; I mean to say that that may be done, although I am not proposing it.

531. Could you form any rough estimate of what it would cost for dredging and completing the pier, filling up the hollow, and making it safe?—If I do it must be taken as a very loose one; I should suppose it would cost 15,000 *l.* at the least.

532. That would be, comparing it with all its advantages and disadvantages, an outlay of 15,000 *l.* as against 50,000 *l.* for the breakwater?—Yes.

533. Does that include filling up the lumber and everything?—Yes.

534. Would that be a permanent work or would there be any danger of silting up?—I do not think that there is any danger of silting up in that part of the harbour. I think that it would last quite as long as it would be a proper site for the steamers to go to.

535. In fact, in everything you do you look forward to a change of the site?—Yes, I do. I think that it is necessary to take very great care now not to commit the mistakes which we are constantly committing of laying out money in the wrong place, and by the time you get the thing done you make the discovery that you have adopted the wrong plan.

536. You are aware, are you not, that the London and North Western Company are removing their stores, and are making a pier at the very bottom of the harbour, for commercial traffic for their vessels?—Yes, I am.

537. They are about to deepen the entrance of that inner harbour at Holyhead, are they not?—Yes.

538. Do not you think that as the traffic that you anticipate is to increase, placing the mail packet boats there would be rather inconvenient, and they would come in collision with the traffic of this pier if it increased to any extent?—I do not think it would for a moderate space of time. Of course, I always go back to my old proposition, that if you look far enough forward you will have to move from this site altogether; but I mean, within the limits of the present contract, I do not think that there is much risk of that; the packets of the London and North Western Company going up this harbour are engaged in the cattle and merchandise traffic, and therefore there is not such urgent need of speed in passing; I think there is plenty of room for them.

539. Still, the time that they would go in or come out, would probably be the time when the packets would go in; that is to say, when the tide was high?—The times would vary; it is only at low-water spring tides that the Dublin cattle steam-packets would have any difficulty here, and these are intervals which the traffic could always avoid.

540. At present, is not the harbour, from a little above their present stores, dry at low-water?—Yes.

541. And they would merely have a channel at any other time, which they would clear themselves?—Just so.

542. Taking it altogether, would you prefer that position for a landing pier, or would you make the present wooden jetty the place of landing?—I only look upon this elongation backwards as an adjunct, or an addition to the present landing pier; it would give the Railway Company much more space for their trains, and it would give the Dublin Steam Packet Company more space for their boats and for their business generally, and therefore I am only looking upon it as an adjunct to the present pier, because I still consider that were the present pier to be closed in the centre, in the way I propose, the difficulty which we have occasionally, but very seldom, found, would be done away with.

543. You think, therefore, that making the present pier sufficient for landing, it would be a better place than you could obtain by any money that could be expended, towards where the Admiralty jetty now is?—What I mean is, that I consider the pier would be all one pier: it would be a pier more than double its present length, and it would have a sheltered face three times its present length; therefore, this suggestion would be simply one to lay out a sum of money for the purpose of giving more accommodation to the Railway Company and the Packet Company at the present site, as I should call it.

544. Would you remove the present wooden pier?—No, I should not remove that pier at all.

545. That is not in the same line with the rest, is it?—No; but still the wooden pier, when this is closed, would be most useful for packets. In my belief, the packets would go there at nearly all times, they would have a choice of berths, but I suppose they would usually go and get behind that part of the pier which is built of stone.

546. Do you anticipate any difficulty in getting away from that berth?—No, I do not.

547. You stated the objections to their swinging in a space of about 400 feet; a ship of 350 feet long, you say, would not swing; how are the packets to get away from there?—They could back round the piers as they do now.

548. How

548. How could they back round the point of the pier, the wooden jetty not being at right angles to the rest of the pier?—They would have no difficulty in doing that with the use of steam.

549. Do you think it is an easy thing for a steamer to go round the knuckle there and back round to the point of the wooden jetty?—Of course, that would be rendered rather easier by what I am proposing to do, and they do do so now.

550. Still you think it practicable?—Yes, I think it practicable.

551. Would it not be attended with very great delay?—No, not at all; it would not affect the packet service at all as to time.

552. But if this breakwater which is proposed to be placed at the Platters were made, there would be no difficulty in ships lying alongside this wooden pier at either side; you would always have the weather side, would you not?—Assuming the wooden pier to remain as it now is, and supposing the breakwater is made of the length shown by Mr. Watson, it would not be more quiet, or even quite as quiet as if you went further up to the place suggested in the old harbour.

553. If it shut in Carmel Point, would it not be quite sufficiently quiet?—I think it would be.

554. It would make it as far as communication with the present boats is concerned, perfectly sufficient?—Yes; I think the breakwater no doubt would.

555. Do not you think it a great advantage that vessels coming alongside that pier should always have a weather side where they could land?—I think it desirable.

556. You state, do you not, that you do not think in the present state of things, the water would go round the point of the pier and cause a swell when checked by the pier?—I think not; at least so as not to affect the steamer.

557. I see in one of your plans that you have proposed an opening in the stone pier marked blue; was not that done for that object?—Yes; they were put in by way of preventing any silting up within that inclosed space.

558. Supposing the pier, which is proposed to run to the Inner Platters, would, in your opinion, cause any silting?—I do not think that silting-up question is very important, because the silt is so slow in accumulation, and we might take it out again by dredging; but with regard to this question of the breakwater at the Inner Platters, I have laid it down upon this map (*producing the same*), which shows the soundings; they show one-half of the breakwater to be in shallow water, this would not affect the question, if it was simply a breakwater; but if it had to be used in the way suggested by Mr. Watson, that is to say, if a vertical wall were to be built on both sides, the larger portion of it would be utterly useless for steam packets, there is only five feet and nine feet of water, so that no steam packets would go there; in fact, there is a rock there called the Inner Platters; and on the other side you get to nine feet. So that supposing the Government were to incur the expense of building vertical walls, as suggested, one-half of it would be perfectly useless for the present steam packets; and the whole of it probably for such packets as I think will ultimately come to Holyhead.

559. Merely considering it as a breakwater, it would be a defence to the present harbour, would it not?—No doubt, if made long enough.

560. Was not there 150,000 *l.* granted for those landing piers?—In the first estimate of Mr. Rendel, I think he had 150,000 *l.* for packet piers.

561. That was laid out in some way or other, was it not?—Yes, it was laid out, no doubt.

562. But not in piers?—No; it was an estimate of the cost of the whole thing. The original intention was, that the Railway Company was to contribute 200,000 *l.* Of course, Mr. Rendel, the engineer, would have nothing to do with anything, except the estimate; but the company came under an obligation to find 200,000 *l.*, from which obligation they were released upon some subsequent occasion.

563. This 150,000 *l.* which was voted by Parliament for the piers was devoted by Mr. Rendel, or applied, with the sanction of the Government, to another purpose?—I cannot tell that; it was before my time. I do not know how the company were to pay the money, or in what way, but they were to find 200,000 *l.* Of course, Mr. Rendel was the engineer of the Government, and had to estimate the cost of the entire thing.

564. Could you state to the Committee what has been the expense of the whole harbour?—The expenditure, up to my last report on the 31st March 1863, was 1,294,357 *l.*

565. That has not completed this harbour yet?—No.

566. Could you state what further sum would be required to complete it?—In order to do that, it would be necessary to tell me what is to be done. The estimate for the whole, including those packet piers, I can give you, and then, if you deduct the packet piers, that would give the estimate for the remainder.

567. But even without the piers, what would it be?—The estimate, without the packet piers, would be about 1,495,000 *l.* in round numbers.

568. Then, that would be the expenditure for completing a large harbour of this kind, without any landing place whatever, except this wooden jetty?—Except what is now done.

569. Therefore, after an expenditure of nearly 1,300,000 *l.*, there is no sufficient landing place in the whole harbour?—I cannot say that, because I have said that with what I propose to do, it would be a sufficient landing place.

570. But 1,300,000 *l.* has been expended, or is to be expended, and there is no sufficient landing place in that harbour?—£. 1,291,000 is to be expended.

571. And there is no landing place?—Except the landing places that we have been referring to.

572. Which, in fact, is so bad that you are obliged to put piles underneath, and which cannot be considered but as a temporary work?—It is temporary, in one sense; it can be kept in existence as long as it is found necessary, and any decayed piles may be taken out and replaced; it is not so permanent as a stone pier.

573 Are the contracts now completed for that harbour?—No.

574. Therefore, there are some few more works to be finished in that harbour?—Yes; what is called the head of the breakwater has to be built; the breakwater is now out close to the head, and that has to be built.

575. And the sum which is to be expended for that is not included in the 1,291,000 *l.*?—No, it is not included in that 1,291,000 *l.*

576. Including that, what would remain?—The estimated cost was 1,322,000 *l.*

577. Colonel *French.*] That would be the total

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estimate of what would be necessary to complete the harbour, exclusive of the stone pier?—The total estimate, including everything that has been estimated, is 1,920,000 *l.* That includes completing about 3,000 feet of vertical walls at the stone packet piers, which I have pointed outt here is at present no necessity for.

578. Mr. *Laird.*] You have stated that 1,290,000 *l.* is the amount expended upon the breakwater; can you give us any idea how much it will take to complete the breakwater?—I can give it you in this way: from 1,920,000 *l.* take 425,000 *l.*, that would leave as the estimate of the works, supposing they are all done to the stone packet piers, independently of that 1,495,000 *l.*

579. There is 200,000 *l.* more yet wanted to complete the breakwater?—Yes.

580. That will make the total expenditure 1,500,000 *l.* without any allowance for the packet piers?—Yes, in the Civil Service Estimate of the 31st March 1863 it shows that there remains to be voted 687,000 *l.*, and if you take from that 425,000 *l.* that gives what remains to be voted; and the estimate would be as I say, 1,495,000 *l.* exclusive of the packet piers.

581. Colonel *Pennant.*] Would there be any part of that vertical wall which is included in that estimate that could be made use of as a landing place?—No; excluding the piers.

582. Is there any other portion of the vertical wall that could be made use of as a landing place?—None; there is no vertical wall included except the vertical wall at the top of the harbour.

583. Mr. *Laird.*] There is no vertical wall included in that million and a half?—No, except that at the top of the harbour.

584. *Chairman.*] How far does that vertical wall extend on that map?—As far as that square shoulder which you see on the map.

585. In round numbers we may say, may we not, that this harbour will cost 2,000,000 *l.* if finished?—If the stone packet piers were made the estimate would be 1,920,000 *l.*; the estimate would not be exceeded. Wooden piers would, of course, be much cheaper than stone piers.

586. In that harbour can any large vessel go into the inner harbour at this moment except with a leading wind or being towed in?—Yes.

587. Do they practically go in?—Large vessels prefer remaining outside in the sheltered roadstead.

588. Then, in fact, the only shelter in the harbour is that arm which has been proposed by yourself?—It was not proposed by me; it was partly made by me, but it was suggested by Captain Skinner.

589. Are there many ships of large size generally there?—Yes, this plan (*pointing to the Plan*) shows generally where the ships lie.

590. In the case of a gale of wind and a ship breaking loose from her moorings must she not drift down and run against the pier?—That would depend upon the direction of the wind.

591. But there would be danger would there not?—It is just possible, but that is not a danger that I should be very much afraid of.

592. Of course, this breakwater would save the pier from that?—It would save the pier but lose the ship.

593. It would prevent the loss of traffic between Dublin and Holyhead, would it not?—That would altogether depend upon the ship breaking loose; suppose that she happened to hit the timber jetty it would depend upon the speed at which she was coming whether that would do very much mischief or not, but of course I would rather if she were my ship that she went against the wooden jetty than against the breakwater.

594. Colonel *French.*] Would not the ship be equally lost if there was no pier there, and if she came down on the jetty and were carried against the rocks?—If she went against the wooden jetty she might not be lost; that would depend upon the velocity at she was going and a number of other things.

595. *Chairman.*] Do you recollect the evidence given by Mr. Rendel before Mr. Herbert's Committee, some years ago, as to the objects of the Holyhead Harbour, and do you remember that he stated before that Committee that the primary object of the Holyhead Harbour was the communication with Ireland?—It is a long time since I read it; no doubt that would be one object.

596. Do you not think that the communication between those two countries should be always a primary object?—I think that it is a most important object, but I think that the harbour is also very useful as a harbour of refuge. There have been as many as 300 vessels taking refuge there at a time.

597. The original object of the harbour was to facilitate communications with Ireland, was it not?—That was of course an important object, but not the only object; because Mr. Rendel always contemplated making it a harbour of refuge.

598. Do you recollect what was the original estimate for this harbour of refuge?—Yes, I can give it you precisely; the original estimate was 808,063 *l.*

599. Which has now arrived at nearly 2,000,000 *l.*?—Yes, but it is only proper to say that the harbour at that time terminated at that bend which you see on the map; it was only half the size it is now.

600. That estimate was found perfectly useless, was it not, for the object?—That was the original estimate, and then there was an addition made to it of 390,000 *l.*; and in 1855, some years before I had to do with it, the estimate was 1,198,063 *l.*, and then it was still further increased soon afterwards.

601. *Chairman.*] You are aware that the solidification, as it was stated in the House of Commons, and the shed on this pier, was promised more than a year ago?—I do not know that it was then promised; there was a correspondence went on for a very long time before I received any orders about it.

602. In the communications between the companies and yourself, and the harbour master, which took place about the 21st April last year, at the time that the solidification was promised by the House of Commons, there was a report of Captain Priest, and a letter of your own, was there not?—There was a Treasury Minute dated the 21st May 1862, with regard to the observations made by the directors on the 22d April, and that, I think, embraces all that was done at that time.

603. At that time it was promised; can you tell me whether it is not the fact, that from that time, little or nothing has been done?—A good deal has been done, in fact, all that I was authorised to do by the Government, with the exception of the roof, has been done; the roof, I did not

not go on with, though I was authorised to do it, because I felt it was necessary to proceed very cautiously with regard to this pier, and therefore I reported to the Government that I did not wish to go on with the roof until I had seen the result of what I had already done; since then, I have recommended the Government still further to close this wooden pier by putting the planking which I have already referred to along its centre, by way of still further shutting out the sea, and also preventing the wind from blowing through it; I have not yet received instructions to do this work.

604. Whatever the Government have directed you to do towards the pier, has been done?—Yes; with the exception of the roof.

605. That was not solidification?—No; but it was all I dared recommend at the time.

606. And while the Government were promising solidification in the House, they were directing you not to solidify out of the House?—I do not know where the word "solidification" has come from; all that I recommended the Government to do, they immediately directed me to do, and I have done it, with the exception of the roof.

607. You reported, did you not, that the roof was dangerous in the state of the pier?—Until the extra piling, as shown red upon the plan, has been done.

608. Lord *John Browne.*] When did you propose the planking?—That was at a later period; my proposal for this planking, is dated the 30th April 1863.

609. *Chairman.*] Does not the word "solidity" occur in the correspondence?—I think Mr. Watson used it first; I do not know whether Captain Priest used it; I think they both used it.

610. But the word crept in?—Yes.

611. Would not "solidification" lead any ordinary person to suppose that it was to be made solid?—I suppose it would; it seems to me to be a wrong word.

612. Were the directions of the Government, that you were not to "solidify"?—No; nor so far as I remember, at the interview between the representatives of the Dublin Steam Packet Company and the Government, was any such word used. This word appears to have been used by Captain Priest, or Mr. Watson, in the correspondence, but it was never used in the meeting with the Government that I remember; what I recommended, so far as the Government were concerned, subsequently to the meeting, when the commanders and Captain Watson attended the Admiralty, I was immediately directed to do, and I have done it, with the exception of the roof. Then since that time, I have recommended by my letter on the 30th April, this close planking, and that I have not yet received orders to do.

613. Colonel *French.*] I think this word "solidification" is used by yourself?—I may have been referring to somebody else's letter, and I used it because I was replying to a letter where the term had been introduced.

614. *Chairman.*] In 1857 in your report, you state, "I feel it my duty to call the attention of their Lordships to the fact that at the present time there is no pier accommodation at Holyhead that will be suitable to receive the new mail packets." That is referring to the present mail packets?—Yes.

615. Does that refer to the present pier, or was the present pier built in consequence of that report?—At that time there was no pier at all; the wooden pier which has been since used was not then in existence. Having recommended the stone packet piers, I then drew the attention of the Government to the fact that they would take many years to build, say five or six years, and as the packet mail contract was then proposed to begin a year earlier than it did, it would be necessary to provide some accommodation immediately, and I was directed to prepare a plan which I did, and which resulted in the wooden packet pier.

616. And in continuation of that you say, "It will afford, however, better shelter to the temporary accommodation on the north side if the return pier of this new packet harbour be simultaneously proceeded with; and as that part of the work is chiefly a deposit of stone of no great magnitude, and of easy execution, and involves no building below low water, there will be no difficulty in having the required portion sufficiently completed by the time that the temporary wooden pier is ready for use?"—There is no doubt that I thought at that time, and so stated, that running out what is called the Return Pier, which is the lower part of that blue pier, would afford some additional shelter.

617. I merely mentioned that to show your opinion as to the value of covering that pier from the sea which runs against it; that is your opinion still, is it not?—There is no doubt that it would be valuable; but it appears to me to be a very extravagant mode of dealing with the question to make a stone breakwater to protect a wooden pier, which, in the course of time, may not be used.

618. Therefore, the only objection to that, is that in the course of time vessels may be made so much larger, that it is of no use to have it done?—Yes, I think it would be a pity to lay out more money upon that site upon that anticipation.

619. That anticipation you put at a distance of 15 or 20 years?—I think that it may come much sooner than any one anticipates.

620. It is an anticipation which at all events is not likely to be immediately realised?—All my anticipations about the progress of matters of this sort have been rather more than realised.

621. Still it is only an anticipation; it is nothing that is certain?—Nothing, perhaps, is humanly speaking certain; but I think it is as certain as anything human can be.

622. Why have you delayed putting this roof on?—Because I wished to see as we went on how the wooden pier bore the extra strain. Of course the more we close it the more it has to receive the shock of the sea.

623. Do you think that you have ascertained sufficient to enable you to say that it can be put on at this moment?—I think I can venture to put it upon it; but I have come to the conclusion that it will not do any good. I think that the roof would not do that which the packet company want. I think that it will protect the ships very little.

624. Would not it protect the passengers in landing?—Not much, it would only cover some 12 or 14 feet of platform, and with the wind blowing in there as it does, I do not think that it would do much good.

625. Are you aware of the inconvenience that passengers suffer, especially invalids, by being wet through?—I pass frequently to and from Ireland, and

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and I do not believe that the inconveniences could be very much helped by the roof.

626. You admit the inconvenience then?—Of course, it is always inconvenient to get wet.

627. And that happens very frequently between the sea and the wind?—I do not remember ever being wetted by the sea; I never saw any sea at this pier which wetted any one.

628. Still you have seen inconvenience to women and sick persons in landing, and getting into the train with wet clothes and wet feet?—No doubt it is better that it should not be so, but I do not think that you can prevent it by a roof.

629. Have you seen the one at Kingstown?—Yes, frequently.

630. And do you think that that protects them considerably?—Yes, only the case of Kingstown is very different from this; the winds from which we should be protected here are broadside on to this pier, and they will blow under any shed that you might put there, and ladies would be likely to be blown away almost; I think a screen would be an advantage, and therefore, I have suggested it. I have suggested, that not only under but above this jetty there should be a screen which would prevent the wind from blowing through, and the rain also, to some extent.

631. Why, if the roof protects in Ireland, should it not do the same in Holyhead?—It is a very different thing in Ireland; the roof is in a corner, which is pretty well sheltered.

632. In fact, at Holyhead, at an expense of 2,000,000 *l.*, you cannot get a dry landing pier by engineering skill?—Yes, you can.

633. But where?—You cannot make it dry at Kingstown if it rains; you are in the wet all the time that you are passing from the deck of the packet to the covering.

634. But the moment you put your foot on land by extending the roof to the edge of the pier, could not you protect it from the rain?—It would merely protect you for the space of 15 feet, and supposing the rain was vertical, you would be exposed to the rain for 40 feet, and the roof would only protect you for 15 feet; but if the wind were blowing sideways it would not protect you for three feet, I suppose.

635. You do not anticipate that this roof could extend to the edge of the packet?—No, it is impossible, because in order to leave room for the men working the ropes, it cannot go to the edge of the pier.

636. If the pillars were kept back could they not do it, and do they not do it in Liverpool and other places?—The Liverpool sheds are different; they are within docks, and surrounded by walls.

637. Colonel *Pennant.*] The more you continue the roof, and the lower you continue the roof, the less would be the liability of the wind getting under it?—Yes.

638. *Chairman.*] Practically, the delay is not so much in the passing as coming from the boat to the carriage, as waiting outside the carriages, looking after their luggage, if they are foolish enough to do so, and taking their places, and coming in crowds as they do, is it not?—The fact is, that people always appear to me to get into the carriages the moment they land.

639. Those carriages are generally locked, and people are kept there walking up and down, and looking for a place in the train, are they not?—That may be so, but I may, perhaps, be allowed to say that I consulted some time ago the London and North Western as to whether they wished the roof or not, and they said they did not want it.

640. But did you consult the passengers?—No.

641. You say that a screen would be sufficient?—I say that a screen would be better; I mean as respects the handling of the ship,

642. Will you explain what the screen means exactly?—This plan shows it (*describing the same on the Plan*).

643. It would be merely a kind of wooden wall?—Just so; that plan shows my last proposal to the Government; it shows a screen 12 feet above the level of the platform, and it also shows the close planking, which I propose to put in the centre of the wooden pier below the level of the rails, the two together would of course still more obstruct the sea passing through, and also would prevent the wind acting upon the packets, and they would be no doubt much more sheltered than they are at present.

644. Lord *John Browne.*] If you added a roof to the screen, would not the passengers be entirely protected from the wet?—You cannot protect the passengers entirely from being wet, because they would be sheltered by the roof, for only about two-thirds of the 18 feet of platform; in passing along the steam-packet to the roof they would not be sheltered.

645. *Chairman.*] Could you not continue a roof with this wind screen, so that you would have perfect protection either on one side or the other from the weather?—I have pointed out that you cannot carry it the whole way, because the London and North Western Railway Company have a crossing there.

646. Would not there be sufficient room?—Yes, I think there would, especially if the pier be elongated backwards more on to the stone pier; then there would be no difficulty in putting a wall on the sea side to any height.

647. The screen runs down the centre of the wooden pier, does it not?—Yes, it does.

648. One side or other must be the weather side?—Yes.

649. Would not a screen with a roof over it protect those people who were standing at the opposite side?—No doubt it would protect them more than they are now protected.

650. That could be done?—Yes.

651. And there would be passage enough left for any crossing that would be necessary?—Yes, I think that could be done.

652. That is if the pier itself could bear it in its present state?—Yes; I should take care not to go too far, but I think it might be done.

653. You have not confidence in the pier that it will bear it?—Those things are all matters of trial; when this was originally built it was not intended to last for ever; it was designed to be built in 12 months, and I was ordered to build it in 12 months, but no doubt it could be made to carry all that, and would be sufficient for landing the passengers.

654. Do not you think it would be rather unfair to passengers going to Ireland to say that we are not to have a better landing-place for perhaps 15 years?—If I go to Ireland I like to have every comfort I can get.

655. Mr. *Laird.*] With regard to those sheds, do you think it would be possible to shed over this pier?—It is possible, but I have not done it on this account: I have driven piles along the centre

centre till I have made it very much closer than it was, and that, of course, gives more strain to the pier, and I wanted to see the result of that before I proceeded with the roof; the North Western Company said that they did not want the roof, and although I had authority from the Government to go on with it, I thought it was better still further to close the wooden piles both above and below, and see the result of that before I venture to put on the roof.

656. Supposing the roof to be put on and sliding doors to be fixed, as there are in the Liverpool sheds, you would only require to leave open about 20 feet for the passengers from the steamer to get under the shed?—That would not do when you come to consider the rapidity with which the passengers and mails have to be landed; on the last three or four occasions that I came from Dublin, we were only allowed four minutes.

657. They all go to the train from one point now, do they not; they all get upon the bridge and pass to shore upon that point?—Yes; but then that would be assuming that they could always stop the packet exactly opposite some particular opening.

658. Not so, because in the sheds in Liverpool there are sliding doors, and you can open them at any point you like, so that if a steamer comes 20 feet astern or ahead you can always open the shed at that point, and by arranging it in that way you would have a complete shelter under the shed in any gale of wind, except at that point opposite the paddle-box of the vessel?—Yes; but in the first place, people get off on both sides of the paddle-box, and you would not find that the parties who were working the vessel would wish them to be all sent through one pair of doors.

659. If you take that point, that they get off on both sides of the paddle-box, the wheel is only 30 feet in diameter, and the bridge is not above 25 feet from point to point, but say it is 30 feet, and taking the whole length of the vessel to be 350 feet, you might have the passengers covered for the length of 320 feet out of 350?—It could be done, if it was desirable; but I do not think it is desirable.

660. But is it possible that it may be done in that way, to have sliding doors in those sheds, so that you could open any 20 feet length you like?—You could make sliding doors, but I think they would not be used. In fact, not only have the passengers to be got off, but you have the luggage to be got off the steamer, and you have the mails to be got off, and if you tried to force them all through those doors there would be a great disturbance.

661. *Chairman.*] Do they not now go through a gangway of two feet and half wide?—Yes; but the moment you get off the gangway, everybody disperses, and gets into the carriages as soon as he can. Besides that, there are two gangways; but that is a matter upon which Mr. Stewart would give you better evidence than I can.

662. But you think that the doors can be made?—They can be made, but I do not think that they would be useful.

663. Mr. *Laird.*] They would give complete protection if they were there, would they not?—I do not think they would be useful.

664. Would they give complete protection, supposing it were a close shed?—Of course, if you put a close building there it would.

665. I refer to the sliding doors which we see every day at work at Liverpool?—Yes, I know the Liverpool sheds quite well; but the rapidity with which people get on in those two cases is very different. Of course there is no question about it, that if you build a shed with closed sides, and have it so that you can open the doors at certain points, as respects shelter, you get it under that plan.

666. As in those vessels all the passengers land at one point, before or after the paddle-box, having an opening of 30 feet opposite, it would take the entire traffic through?—It would take it through at a certain rate, no doubt.

667. That would leave the rest of the carriages under cover, so that passengers, when they had got through this narrow passage, would have time under cover and arrange themselves in the train?—There is no doubt that you could do it, but that would interfere with the time.

668. Lord *John Browne.*] Would it not be perfectly easy, if doors were put up as suggested, to keep them all open the side that the steamer arrives, and keep them all shut the other side, by which any draught or rain coming in would be prevented?—That would depend upon which way the wind is blowing; if the wind is blowing the side that the steamer is lying, it would not protect anything at all.

669. But the steamers would naturally go the sheltered side, would they not?—Not always; they would rather go the weather side.

670. But in rough weather they would go the sheltered side?—Probably.

671. Mr. *Herbert.*] You have shown the Committee a plan with a wooden wall or screen on it; is that for the purpose of breaking the wind? Yes.

672. That is without any shed?—Yes.

673. Would there be any objection to carrying it up the middle of the shed, so as to prevent any draught going right through such a wooden partition as you have suggested without a shed?—There would be no objection at certain places. It could not be done where the crossing is between the two lines.

674. You could do it as well as the low one that you have got?—The low one does not interfere with the railway; there is a crossing from one line to the other, and you could not have the screen across that.

675. Would it signify, as far as the railway was concerned, whether the screen went up the whole height of the shed, or whether it was the height you propose?—I could not put the screen where the railway crosses.

676. You could put neither there, I suppose?—No.

677. But you can put a high one as well as a low one?—I should not put a screen, because I should do away with the crossing.

678. You could put a high screen in every place where you could put a low one?—Yes, no doubt.

679. If you had a shed in addition to that, would you not give the additional shelter of the shed and the screen, instead of the screen alone?—No doubt that would give more shelter.

680. Would not such a screen as I suggested have great power in breaking the wind and preventing the draught coming through that you have referred to?—No doubt it would.

681. Have you given to the Committee the exact plans that you have proposed to the Government?—Yes; they are before you now; the

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one before you is what I proposed on the 30th of April 1862.

682. I find in a letter, addressed on the 17th January 1862, by the Secretary of the Admiralty to the Secretary of the Treasury, particular plans are alluded to made by you: "My Lords are of opinion that the best course, under existing circumstances, would be to improve the present temporary pier, and approaches to it, as proposed by Mr. Hawkshaw, if the Lords of the Treasury and the Postmaster General, after taking legal advice, should be of opinion that the proposed additional accommodation will satisfy the just claims of all the parties to the contract for conveying the Irish mails." Are these the plans that are there alluded to?—The plan which you have before you is the plan referred to at page 48, in the letter of the 30th of April 1863.

683. Are the plans before the Committee, the plans which are there alluded to?—No.

684. In the postscript of the letter of the 17th January I find the following: "Mr. Hawkshaw's report, with the drawings, are sent in original, and my Lords therefore request they may be returned to this office when done with;" have you got those plans here?—I have not got them here, but I can explain what they refer to; they refer to two or three measures; I think they embraced the roof, and the extra piling which has been done, and they also referred to the improvement of the curve by which the North Western Railway Company approach the wooden pier.

685. The letter of the 17th of January 1862 contains a reference to your report, dated the 4th of that same month, what does that report refer to?—That refers to three things. I was asked to suggest what would make the thing as perfect as possible, and there were three items; I think one was the improvement of the pier; another was the improvement of the curve leading to the pier, and another was the improvement of the extension jetty, and erecting a roof covering, and a refreshment room.

686. Have you since modified or changed those plans in any way?—They have been modified since. If you will turn to the next page you will find a letter of the 17th of March, which says that the works were to be "to strengthen the present wooden jetty, and erect thereon a roof covering. To improve the curves leading thereto, and near the swing bridge. To improve the extension jetty, erect a roof covering, as well as a refreshment room." That was the recommendation then to strengthen the present wooden jetty, and that has been done as far as I was then authorised to do it; to erect a roof, which has not yet been done, and to improve the curve leading to this jetty, which I was not authorised to do.

687. Do you still continue to recommend that plan to the Government?—I still think that that plan would make the present pier quite workable.

688. Is that the definite plan which is now proposed by you to the Government?—Assuming every object then proposed to be still desirable, I see no reason to alter that report. I have sent in a report as to the desirability of still further closing the jetty, in addition to those recommendations.

689. Are you aware of the obstacles that exist for carrying out that plain?—No, so far as I recollect the Government authorised me immediately to strengthen the jetty and that has been done; they authorised me to build a roof and that has not been done, but I have since then suggested before doing that, the closing still further of the jetty, which I have not yet been authorised to do. With reference to the improvement of the curve leading to the pier, negotiations were entered into between the Government and the London and North Western Company, which led to other things being suggested and done, and I believe that in consequence of that it was postponed or abandoned. The London and North Western Company proposed to do certain works themselves, and they suggested some other mode of accomplishing that particular improvement of the curve.

690. Are the works at present in progress or are they stopped?—The works which I have been authorised to do, with the exception of the roof, are done; that is to say, all the piling and all the cross bracing upon that plan is finished; the further planking and the screen have not yet been authorised, and the improvement of the curve leading to the wooden pier has not been authorised; I may state, that the improvement to the curve is of no value excepting so far as that at present when trains arrive at the Holyhead station they are brought by an engine which is too large and too long to get round the curve leading to the jetty, and the consequence is that they are obliged to take off that engine and put on a small tank engine, which takes the trains to the jetty; it was in the discussions that I showed that the only way of obviating that, if it were desirable to do so, was to improve this curve, and I showed the way in which it could be done and gave an estimate for it; but since the London and North Western Company and the Government have been in negotiation, I have never received any instructions about it. Mr. Stewart will be better able to say to what extent he thinks it desirable now.

691. Am I to understand you to state, as the engineer employed by the Government, that you have furnished to the Government a definite and positive plan of what you propose for carrying out the improvement of the pier?—Yes, but this must be borne in mind, that these things have always been done from time to time as the result of conferences with the two contracting parties. I have been summoned to attend meetings at the Admiralty, and certain things have been discussed and considered, and then I have been directed to prepare plans, and I have prepared plans according to my instructions.

692. So far as you are concerned, there is no reason why what you propose should not be carried out at once, assuming that the Government gives you authority?—Not at all.

693. Colonel *Pennant.*] The total estimate which you suggested, was 32,500*l.*?—It was.

694. Of which the first part, strengthening the present jetty, so as to render it capable of supporting a roof covering, and at the same time improving the shelter from northerly winds, is estimated at 6,000*l.*?—Yes.

695. The second proposal is, that a roof shall be erected on the strengthened timber jetty, at a cost of 4,000*l.*?—Yes.

696. The third is, that the curve near the swing bridge shall be improved at the cost of 10,000*l.*—Yes.

697. With the exception of the roof, have those two other things been done?—The first has been done, and the piles have been driven, which amounts to a cost of 6,000*l.*; the roof, I have already

already stated, is not put on, nor is the curve near the swing bridge improved.

698. There is still 10,000*l.* in addition to the roof yet uncompleted?—Yes.

699. The next proposition is, that curves leading on to the timber jetty, and timber jetty extension shall be improved cost 500*l.*; has that been done?—That has not been done.

700. The fifth is, that the pier on the south-west side of the swing bridge, shall be reconstructed; what is that?—That arose in this way: the improvement of the curve leading to the timber jetty, would have cut off a portion of the present quay at Holyhead, to which the small coasters that come to Holyhead now go, and therefore I thought it my duty, in reporting upon these suggestions, which were the result of the meeting of the Government, that if we improved the curve, and cut off the access of those small vessels to the present existing quays, it might become necessary to make an additional quay, so as to leave the coasting trade in the same position as it is now; and that would cost 10,000*l.*

701. That has not been done?—No, nothing has been done there in fact, except strengthening the jetty, at a cost of 6,000*l.*

702. The fifth proposition, which involved an expenditure of 10,000*l.* would have the effect of rendering increased pier accommodation to the packets, would it not?—No, that 10,000*l.* was rather to provide quay accommodation for the small vessels that now trade to Holyhead, of which accommodation they would be deprived by the improvement of the curve.

703. That improvement of the curve would not give you additional pier room?—No; not at all.

704. Is it your opinion, that these various works should be carried out?—They would, no doubt, make the thing more perfect; you see that there is 20,000*l.* of this turns upon the question as to whether or no it is a very important matter to the London and North Western Company to get rid of this change of engine; I do not know that any one feels it in going backwards and forwards to Ireland; possibly passengers do not even know that the engine is changed, but it is the fact that it is changed; but assuming that it were very important that that should be done away with, a curve might be made, so that their large engines should go round it, and you would have to expend 10,000*l.* for that, and possibly 10,000*l.* more at a subsequent period, so that 20,000*l.* of that estimate all turns upon the question as to whether it is of great importance to the London and North Western Company to avoid that change of engine.

705. Does that change of engine involve any loss of time?—I think not; the trains now stop at the Holyhead station, and while they are collecting the tickets the engine is changed; the larger engine goes off and the smaller engine comes and is attached to the train, and they are then taken down to the pier without any loss of time.

706. But supposing your anticipation of increased traffic between Dublin and Holyhead were realised, would the pier to a certain extent be a temporary one?—Yes, I should think in eight or ten years you would have to provide still further and more important accommodation.

707. What I mean is this: you think that if this increased communication were to take place, larger vessels would in all probability be necessary, and the depth of water on the southern side of the present pier would be such as would render it not available for those large vessels?—In the course of time I think that would be so.

708. Therefore, it would be necessary to give additional pier and landing accommodation with greater depth of water?—Yes.

709. And that depth of water must be gained by going out further in the direction of the breakwater?—No doubt.

710. Have you heard the objections which have been made with regard to access to any point in that direction by the steamers running in, owing to the danger of running foul of vessels that are lying under the shelter of the breakwater?—I have heard of that, but I do not attach great importance to it; it has been discussed again and again; in fact, the ships could not anchor in the place where the course of the vessels would be.

711. It was stated by a witness, on the last meeting of the Committee, that vessels running in there would fall foul of vessels lying there for shelter?—The course of the vessels would be so (*describing the same on the map*), vessels never do anchor there; it would be fatal to the harbour to allow vessels to anchor there; the larger vessels anchor here (*pointing to the plan*), and the smaller ones anchor there (*pointing to the plan*).

712. You think that you could open a channel just two sides of the breakwater for the steamer to run in?—Yes, no doubt; I do not attach any importance to that objection.

713. In speaking of the temporary planking, not actually shutting out the sea, but breaking the sea underneath the pier, what you propose is, that the vessel should come to the pier head when the wind is anything to the eastward of north, between north and north-east?—Yes, no doubt.

714. Does not the sea break there with some little force?—No, not much; it has only a short range.

715. It is not shut in by land, as would be the case between the east and the north-east?—Yes, it is shut in by point Carmel, as shown on the chart.

716. Between the north and the north-east it is open, is it not?—Scarcely; there is no heavy sea there.

717. You do not anticipate any damage to your planking by the sea there?—No, the most violent stain is of course from the north; you get the longest stretch from the north.

718. That is shut in, is it not, by the northern breakwater?—Yes. I should not make the planking quite close; I should not be apprehensive of any very great risk.

719. Colonel *French.*] You state in the first of those items recommended by you to be executed, that piles should be driven, and the timber work of the jetty strengthened, so as to render it capable of supporting a roof covering?—Yes.

720. According to your evidence, although the jetty has been strengthened, it is not capable for supporting the roof covering?—I have not said so; I have said that for reasons which I have mentioned I came to the conclusion myself, and others were of that opinion at Holyhead, that the roof would not be of that advantage to the steam packets which they thought it would be; and I thought it was better, therefore, rather to suggest this mode of screening, and to do that before the roof was proceeded with.

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721. Have you expended the entire sum of 6,000 *l.*, according to your estimate for that work?—Most likely.

722. All those items amount, according to your estimate, to 32,500 *l.*, a sum very nearly sufficient to make that breakwater which has been asked for on the part of the contractor for the mail scheme?—Only it must be remembered that 20,000 *l.* of that, as I have said, all turns upon the question of doing away with the change of locomotive engine at Holyhead.

723. You state that the vessels which are now in that new part of the breakwater are perfectly safe; was not that the part of the harbour where the fleet, and where the "Great Eastern" were nearly lost when they were lying there?—Those ships lay there; but that convinced me that that part of the harbour was safe; the "Great Eastern" did lie there, and she lay there at single anchor 50 feet out of the water, and she took no harm, though the stiffest part of the gale was from the northward.

724. Mr. *Corry.*] You have stated that although the jetty has been strengthened at an expense of 6,000 *l.*, you have still some doubt whether it will be strong enough to bear a roof covering?—I have said that I should like to feel my way, and not to put on too much at once.

725. As I understand the effect of planking along the central piling is not to strengthen the pier, so as to make it more adequate to bear the roof covering, but rather the reverse, inasmuch it would present a greater resistance to the sea?—There is a strong diagonal bracing introduced, as well as piling, and there is no doubt that what I have done has very much strengthened the pier.

726. Do you think that this planking not only keeps out the sea, but renders the pier stronger to bear the roof?—Yes; but I should prefer putting the roof, and it appears to me to be just as good for the public and the packet service on the stronger part of the pier, more adjacent to the old stone packet pier.

727. Do the vessels come up as high as that?—There is no reason whatever why they should not always go there. I should have no hesitation in putting any quantity of roof there, or a refreshment-room, or anything else.

728. In that case, would it be necessary to dredge alongside the pier, so as to deepen it by the Admiralty Camber?—It is deep enough now; there is no difficulty in going there, and supposing that that was decided upon, there is no difficulty in putting any quantity of roof or refreshment rooms, or in making it as complete as you need have it, to meet the present exigencies.

729. You stated, did you not, that the smallest sum for which you think that the blue piers could be made available for the Irish service would be about 200,000 *l.*?—About that.

730. There are two piers proposed, the eastern and the western pier; would the western pier be absolutely necessary for the Irish packet service?—I think not; that was not my proposition originally, it was suggested during the discussion; I always thought that the eastern pier would be enough, but there is no doubt that an inner pier has some advantages, that it meets the case of a packet being blown off from one pier, and having to make for the other, but I considered that the outer pier was enough.

731. If the outer pier alone were made, and not the inner pier, could the work be completed, so as to render it available for the Irish packet service for a smaller sum than 200,000 *l.*?—No doubt.

732. What would be the smaller sum in that case?—I should think, perhaps, 150,000 *l.*; in fact, it would not be much more expensive than the one proposed by the Dublin Packet Company in shallow water, that is to say, if the latter were walled on both sides it would cost as much as that outer pier very nearly.

733. In your opinion, would the eastern pier be preferable to the proposed breakwater, marked D on these plans?—Yes, much preferable; in the first place, it would be of service in all future time, for the increase of traffic, the improved steam navigation, and the increased size of ships; it is also placed in a position where it could be elongated as the trade with Ireland increased, and, besides that, before I took charge of Holyhead, the conclusion had been arrived at that an eastern breakwater was necessary in certain gales for small craft which anchor there, and not unfrequently get loose and are often wrecked inside the harbour. Therefore, Mr. Rendel had arrived at the conclusion that the eastern breakwater was necessary to protect the smaller class of ships that go to that inner harbour. I had to take that into coinsderation in proposing this pier, and the blue pier, *pro tanto*, does form an eastern breakwater, and does shelter the smaller craft that lie in the harbour; so that, looking to the future, it is in an infinitely better position than the suggested breakwater.

734. Would the eastern pier afford sufficient shelter in the north-easterly gales for vessels lying inside it?—I think not; the vessels would be lying end on to that sea; I do not think that it would affect vessels of the magnitude of those of the Dublin Steam Packet Company, but if there is any risk of that, it is met in the easiest possible manner. I do not think that there is any risk, nor do the nautical men who know the place whom I have consulted; but, supposing there was, it is simply moving this forward here (*pointing to the plan*), or turning it a little more in this direction (*describing the same*), and then you can give any additional amount of shelter.

735-36. What is the length of the eastern blue pier from the elbow to the extreme northernmost point?—1,200 feet.

737. A considerable portion of the estimated cost of 32,500 *l.*, for works that you recommended in those six propositions which are contained in your letter of the 31st March 1862, was required to improve the curves, so as to allow a larger engine to run down to the present temporary pier?—Yes; 20,000 *l.* is dependent upon that question.

738. If the eastern arm of the blue pier were made all that expense would be saved?—Precisely.

739. That, therefore, would be in diminution of the comparative cost of the construction of the eastern arm of the blue pier?—Yes.

740. What would be the comparative expense of constructing the eastern arm of the blue pier, or of constructing the Breakwater D, and altering the curves?—If Breakwater D is to be simply a breakwater, it would cost 50,000 *l.*, and then there would be 20,000 *l.* for the curves; that would be 70,000 *l.* The eastern arm of the blue pier would be double that.

741. If

741. If Breakwater D were made fit for landing passengers, what would be the difference?—It would then be nearly the same, there would not be a great deal of difference; in fact, Breakwater D, for the purpose of landing passengers, would be altogether out of the question, for when you get halfway along it you get on to rock; it would be a perfect waste of money to build a permanent pier on that side.

742. Why do not vessels anchor nearer the prolonged outer arm of the breakwater?—In the first place they would not be permitted, and in the next place it would not be so safe.

743. What would be the distance between the outer elbow of the breakwater and the blue pier?—I should think about 1,800 feet.

744. Then, that would be open space for the packets to pass through?—Yes; generally, no doubt, it would; in fact, this portion must be kept clear, because vessels could not get into the harbour; if they were allowed to anchor there, they would obstruct the access altogether.

745. In your opinion, the construction of the eastern arm of the blue breakwater would be far preferable, and would not cost more than the construction of Breakwater D, if made available for landing passengers?—Not materially more.

746. You think that the eastern breakwater (marked blue) would be far preferable?—I think so, because it answers the purpose of a packet pier in deep water as well as a breakwater.

747. Would it form part of any future improvements that increased traffic might render necessary?—Yes; it would be equally convenient for any kind of traffic that would ever come along there; it would do what the other plan would not do. The large steamers of the Australian and American trade do not call at Holyhead now, but they might be ordered to call there in two or three years' time.

748. Mr. *Dalglish.*] Looking at the works at Holyhead as a whole, do you suppose that they were originally intended merely as a harbour of refuge, or were they also intended for the Irish service?—No doubt they were intended for both.

749. Which was the principal object?—It is difficult for me to tell that; I was not at that time engaged upon them. I can only judge from the documents, and from them it appears that the original proposal was this: to construct a harbour of refuge, and in it to construct a steam-packet pier, but which steam-packet pier was to be paid for by the companies, the London and North-Western, or the Dublin Steam Packet Company, I do not know which.

750. Was it intended as a harbour of refuge, or was it intended as a harbour for the Irish trade?—It was intended as a harbour of refuge, there is no doubt about that; but within it, it was proposed to put a steam-packet pier.

751. Was there any Irish trade existing then of any amount?—I should think not.

752. Nothing, except the steam-packets which were kept by the Government for the purpose of carrying the mails?—I think not.

753. Then there was no Irish trade, in reality, existing?—I should think not.

754. Consequently, this immense expense which the country has been put to, and is to be put to, has been expressly for the construction of a harbour of refuge, and not for the construction of a harbour for the Irish trade?—No doubt, as far as the breakwater is concerned, it is so.

755. Then, assuming this wooden pier had been constructed by the Government for the purpose of facilitating the postal service and the carriage of the mails, do you consider that pier quite efficient for the purposes of the postal service?—I think it will be quite sufficient when we have done to it that which I last proposed.

756. You think now that the mail-boats, arriving at that pier as it now stands, can deliver the bags in the shortest possible time?—I think the delay arising from anything at the pier is very trifling indeed. I think the returns show that best, because the returns show the time that they are making the passage, and the time that they are getting alongside; there are reports made every voyage by the Government officer on board, and from them you get the exact time that they are getting alongside.

757. Would putting up a shed upon that pier facilitate the postal service in any way?—Not at all.

758. It is not required for the postal service?—No; it is required rather for the passengers.

759. Do the Government charge any dues upon the boats that arrive at that pier?—Not that I am aware of.

760. Do the Government derive any profit from the number of passengers that land there?—I think they will do so; I think the contract provides for that, under certain circumstances.

761. That profit is merely in reduction of the contract?—Yes; when the receipts for the passenger traffic exceeds a certain sum, the Government gets a portion of it.

762. If the postal service requires no additional accommodation, and the steam-packets are charged no harbour dues, why should this country pay for the putting up of additional accommodation which is only required for passengers?—There is no reason whatever why they should pay it, unless they have entered into some contract to do it. There is nothing inherent in the nature of the provision which should make the country pay for providing accommodation for the railway company, which is usually found by the railway company itself.

763. The blue pier D is with a view, as I understand you, of an extension of the present traffic which you anticipate?—Yes.

764. Why should the country construct any additional piers for an anticipated traffic if they are to charge no harbour dues, or to gain nothing by it?—I cannot give any reason why they should; as I said before, the country has nothing to do with the expenditure unless it has come under the obligation to find it. If it has come under an obligation it must fulfil its obligation; but I mean that I can see no reason why they should lay out money if they are to get no dues.

765. Would not the natural mode of procedure be now for the Government to place this great harbour of Holyhead in the hands of some trust to manage it, and to pay for future extensions from the dues raised by the harbour?—That would be one mode, no doubt, of dealing with it; I doubt very much whether they would ever get dues enough to justify any large expenditure.

766. If the hope of increased dues does not justify a large expenditure, why should that large expenditure be incurred, not for the public benefit?—That is a political question, which I am not prepared to answer. It so happens that the Government have always made the roads and highways to Holyhead for some reason or other, but what has been the motive for that it is not for me to say;

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say; I mean that the communication with Ireland, *viâ* Holyhead, has been always more or less in the hands of the Government.

767. How much of uncovered distance is there from the cabin-door of the steamer to the inner end of the gangway at the pier?—I should suppose 150 feet.

768. So that a passenger coming from the cabin of the steamer has to pass along nearly 150 feet uncovered to get to the platform of the pier?—About that, I should think.

769. How far is it from the platform of the pier to the door of the railway carriage?—Eighteen feet.

770. Would it be possible to cover that 18 feet with a roof without materially injuring the utility of the pier for making fast the steamboats?—Not if it is to be made close at all.

771. You could not cover, in fact, that 18 feet without rendering the pier almost unworkable for fastening the steamer?—Quite so; if you attempt to make it close to shelter from the wind or water, you would no doubt render it unworkable.

772. You could only put on a roof to cover the railway carriages?—Yes, it would extend about 12 or 14 feet.

773. On each side of the railway?—About that.

774. That would be leaving merely a passage of six feet on the platform to receive the ropes and making fast?—Yes; I think that would be sufficient.

775. That would leave you about 12 feet of roof?—Yes, about that.

776. But that would be very injurious if you required to fasten it with pillars?—Yes; but the roof could project, and I see no difficulty in making the roof nearly to the edge of the platform; but as it must be kept a considerable height above it, of course it would not be a protection from the weather for more than about 14 feet.

777. Colonel *Vandeleur*.] You stated that the packets never arrive at low-water springtides?—Yes, that is so.

778. I understand that at high-water the change is at 11 o'clock?—Yes, between 11 and 12 o'clock.

779. I think that the time when the morning steamer arrives is half-past 11?—Yes, it is high-water at 11 o'clock.

780. Colonel *French*.] You stated, did you not, that the contract for the carriage of the mails was got up in a hurry?—I do not remember saying that; I had nothing to do with the contract.

781. But there was a delay of 12 months after everything was ready?—I was called upon to provide accommodation in a hurry, that is to say, I was sent for by the Treasury, and told that they wanted to start the mail contract in 12 months, and was asked what I could do to provide accommodation, and I projected that wooden jetty, and undertook to do it in 12 months, and that was done, but the mails were delayed about a year longer for some reason.

782. You stated that you contemplate a very great increase of size in the packets in the course of some years?—I think it is not at all unlikely.

783. Should such an increase of size take place, in your opinion the contemplated arrangements at Holyhead would not answer; but I wish to know whether Kingstown Harbour would be sufficient to accommodate vessels such as you contemplate?—Yes; Kingstown Harbour would admit vessels as large again as those vessels. In Kingstown Harbour you have 26, 25, 23, 22, and 21 feet soundings.

784. At the landing pier, what is the depth?—Twenty-one and 22 feet.

785. Mr. *Milner Gibson*.] Is it a fact, with regard to the great breakwater of all, that it was originally constructed for the purpose of providing a sheltered anchorage for shipping?—Yes.

786. Would not that purpose have been answered if it had been constructed roughly, without being finished in the way that it has been finished now, with facings and a flat surface to walk on, and so on; would not a mere rough breakwater have given a sheltered anchorage without the expensive work that has been done to it?—It could not have been left rough, it must have been pitched or paved, otherwise it would be injured by the sea; and the superstructure, by being built to the height it is, affords additional shelter to shipping.

787. Has it ever been contemplated as possible that that great breakwater is being finished in such a way as, if necessary, to provide accommodation for larger ships and heavier ships that might chance to come alongside it?—Yes; at various times questions have arisen, whether that great breakwater might not be used for the purpose of coaling ships of war. I have had to point out how railways could be laid along the inner side of the breakwater, so that if it were ever desired, ships of war could come there and take in coal. That has been one thing which has been considered, and it has also from time to time been discussed, as to whether the Holyhead packets should not go from that side.

788. Supposing those larger ships to become necessary, what is there to prevent their coming alongside at the horizontal part of that red line?—In the first place, they could not do it without a considerably greater outlay, because that horizontal part has not sufficiently deep water alongside to enable steamers to get close to it; you would have to put a timber staging from it. As regards the mere coaling, it was always considered that a staging run out at right angles would be sufficient to convey coals on board ship, but you cannot lay a ship alongside, inside that breakwater, at present; it is a rough slope for a considerable portion of its surface; in fact, the vertical wall only goes down to low-water. For coaling, it would be necessary to put out a timber jetty, and run the coals from the trucks on to the ships.

789. If men of war are to come in and coal there, surely there must be water enough, must there not, for any packet steamers that are ever likely to exist?—It would be necessary to enable ships of war to come there, to run out that sort of vertical gangway of timber.

790. Such a vertical gangway of timber would not cost anything like what the new piers would cost, which would be constructed down to the southward?—No, but such gangways would not do for passenger traffic, you could not get the carriages close enough alongside; it is quite essential for passenger traffic to get the carriages close alongside the steamer, and in order to do that you must have a considerable length of quay; if you have not, the passengers would have to walk along a gangway to the steamer, and that would be worse than the present arrangement. Whenever the question has been raised about going inside the harbour with the mail

mail packets, the contracting parties have always objected to being sent up inside the harbour, because it would lead to slow access and departure.

791. I am not speaking of anything as necessary at the present moment; but in referring to this something which is looming in the distance, upon this grand scale which you contemplate, would it not be better to wait and see whether that breakwater might be used for that purpose?—Yes, I am only throwing out suggestions to show the mischief of laying out large sums of money in improper places.

792. You think that the present landing place is sufficient for the present wants?—Yes, quite.

793. Had Mr. Rendel any plan with regard to utilizing that great breakwater for passenger traffic?—Yes, I think Mr. Rendel got out a plan at one time for putting a floating landing stage right in the far corner of the harbour, but it was considered too far out of the way for the packets; they would have to turn round and come all the way up the harbour, and that would involve the necessity of keeping all that part of the harbour clear.

794. Colonel *French.*] If a tunnel was carried out under the town, would not that be convenient enough?—If you choose to have a new railway to Holyhead, and get inside the breakwater, and make a new landing place it might be done; but still I think that that position would not then be found rapid enough for access and departure.

795. Lord *Naas.*] How long do you calculate that this wood-work will last at the temporary pier?—I do not know that we have any experience to tell us how long creosoted timber will last; I should think 15 or 16 years; it is so constructed that any portion could be taken out and replaced; that is one reason why I have always avoided throwing in stone.

796. When you say you do not know how long timber would last, are there not a great number of works of this kind all round the coast?—I referred to creosoted timber; we know that it has lasted eight or ten years, and I hope it will last a great deal longer than that.

797. If it was made of ordinary timber, not creosoted, how long would it last?—You have an illustration of that in the present Admiralty pier; it is quite rotten, and there was 3,000*l.* or 4,000*l.* laid out upon it some few years ago; it was rotten in six or seven years.

798. Therefore you hope that the creosoting process will add five years to the stability of this structure?—I hope so; it may add more, but I cannot venture to say; it may last 20 years.

799. Colonel *French.*] You have had only seven years' experience now?—We have had creosoted timber in the sea in other places for more than that; we have had some 10 years' experience now.

800. Lord *Naas.*] Supposing you carried out this idea, which is called the solidification of this pier, would you, as an engineer, recommend the erection of any shed upon that pier until you had seen the result of the effect of the water upon the pier so solidified?—No; I should propose, first of all, to put in this closer planking and put up a screen, and then add a roof; but my own impression is that the roof should not be put upon that part of the pier at all; I think that the proper place to put the roof is that part of the pier which comes adjacent to the stone pier in the extension berth; that is the best place, and I think the packets should come there, and they may use the other when they think fit.

801. Can they always come there?—Yes, always, with such arrangements as we could make for them.

802. In all weathers?—Yes, in all weathers. In fact, it was provided for them at their own request. I do not know why they do not go there, but they do not go there; but there is no doubt that they could always go there.

803. If they came there, would there not be great difficulty in their vacating the berth for the next steamer?—No, I should think not; they could get out of the way readily.

804. Your idea is, that the steamers should always be forced to run up to the stone pier; and upon the stone pier you would erect a shelter?—I do not say that I would force them, but they could always go there, and they would be always under shelter there; and if they wished to have a shed and a refreshment-room, and any comforts of that sort, they could be placed there without any difficulty at once.

805. I suppose you think that any accommodation of that kind put upon the wooden pier would be a very imperfect arrangement?—I could not put a refreshment-room upon the wooden pier; there is no room for it. The place for a refreshment-room is adjacent to the lighthouse. But it is no use building refreshment-rooms unless the London and North Western Company say they will use them, and I have never yet been able to get them to say they will use them. Generally speaking, there is no time for it; there is only about four minutes interval between the arrival of the steamer and the starting of the train.

806. The only works which have been done lately at Holyhead are the works mentioned in the first paragraph of the Treasury letter, dated the 31st March, at a cost of 6,000*l.*?—Yes.

807. Can you tell the Committee how much they really did cost?—I cannot give the precise sum at this moment, but they will not have exceeded that; they were let for less than my estimate.

808. Where would you propose that the reserve packet should lie, supposing that every packet that comes runs up to the extension berth?—The reserve packet might lie a little further up, if the pier was elongated to the extent which has been discussed.

809. Is the water deep enough for that?—It could be made deep enough for the reserve packet. I have stated that some little dredging would be necessary.

810. How far would the water require to be deepened to make a berth above the extension pier for the reserve packet to lie?—I could not answer that exactly; it would require deepening 300 or 400 feet in length, and perhaps two or three feet in depth. There is a spare packet now which lies right up by the Admiralty jetty, in the Camber, so that I think there is no difficulty in providing for her.

811. The bottom there is rock, is it not?—Close to the pier it is rock; but I should not propose to put it close to the pier, but to put a timber framing in front of it, so as to widen that stone packet pier, and make more room.

812. Where you would propose to make this excavation, is it a muddy bottom?—I think so.

813. Would that be a very costly process?—No; not very costly.

814. Can you give the Committee any idea of what the cost would be?—I have already stated

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that the work possibly would cost about 15,000 *l.*, but of course I could not be bound by that.

815. As I understand the plan that you propose, in order that the reserve steamer should lie higher up the harbour, would be, to excavate a portion of the bottom of the harbour, and run out the wooden jetty over the portion which is nearest the pier, which you say is now rotten?—It is not a plan that I propose, I merely said that it would be a further improvement; it is a plan which I have merely heard suggested in this room, and not a proposal of mine; I have proposed simply to go on and make this present wooden jetty closer, and to put a screen upon it, and therefore I am now rather speaking of a suggestion which I have heard in this room, and not of a plan of mine.

816. Still a plan of that kind would have this advantage, that all the work would be permanent, and that the necessary shelter would be placed upon the stone pier, instead of upon a temporary jetty, and that if that larger proposal of yours could be carried out, it would provide permanent accommodation instead of a temporary one?—Yes; no doubt that would add to the accommodation at the place.

817. And for the present scale of service?—Yes.

818. But of course such accommodation as that would not be suitable for the larger ships that you speak of?—No; it would not be suitable for larger ships, because the depth of water would not do for ships of greater draught of water than the present packets.

819. Lord *Richard Grosvenor.*] If you were to throw out a pier over the rocks as you suggest, that would narrow the entrance too much, would it not?—It would not narrow it more than what is called the extension jetty does; that piece which is coloured red, and which has been done; I should not take it out further than that.

820. The planking that you intend to put is to be on the centre row of piles underneath the jetty?—Yes.

821. With the angle at which that jetty is with the breakwater at present, is it not the fact that you cannot see any light at all between the piles from the end of the breakwater?—Yes, you cannot; no doubt those piles afford some shelter from the sea, but they are not close enough to do it to such an extent as would be done if I were to introduce further planking; I do not believe that there is much sea now; there is some, no doubt, but much less than there was, and I dare say the commanders would rather have it diminished.

822. Mr. *John Tollemache.*] You stated, did you not, that you consider the present pier sufficient to meet the existing requirements of the packet service?—Yes.

823. Have you heard of the plan that has been suggested, of doing away with the jetty and lengthening the stone pier?—I have.

824. Do you recommend that plan to be carried out?—I am scarcely prepared to say that I recommend it, because I should like to examine it more closely and thoroughly than I have had an opportunity of doing.

825. I understood you to say that you contemplate that in a few years larger packets will be placed upon that station, in which case those packets would have to run alongside such a pier as that marked blue, instead of coming round to the present pier?—Yes.

826. If you expect those changes to take place in 10 years, do you think it wise to lay out much money in lengthening this stone pier?—No; so far as I am personally concerned, I should not think it wise to lay out more money than I originally suggested. I have rather been giving an opinion upon another person's plan, which has been suggested. Supposing, for instance, that the Steam Packet Company had the whole use of the Camber under the Admiralty timber jetty, which there has been some question about; they say that they wish to have it, and that they have not been allowed to have it; but supposing they had it, and the London and North Western Company traffic is taken up to the top of the old harbour, I am not sure that the Steam Packet Company would wish the old timber jetty to be removed, because there are some advantages in preserving it. I should not like to say, at present, that I should recommend its removal and the elongation of the jetty.

827. Mr. *Milner Gibson.*] The old Admiralty jetty is rotten, is it not?—Yes, and it would have to be repaired; but supposing they had the whole of the present Admiralty jetty, with what I propose to do now, and they could put their spare packet either inside or out, and they had it entirely to themselves, I think they would like that arrangement fully as well as taking that part away and elongating the jetty backwards; I should if I were charged with the packets.

828. Would not that be open to the objection of blocking up the harbour if the packet was lying to the southward, outside, as it were, that Admiralty jetty?—I do not think so; the harbour there is of considerable width, it is upwards of 400 feet wide.

829. Mr. *John Tollemache.*] I understand you to say, that instead of lengthening the stone pier and doing away with the jetty, as has been suggested, you would rather recommend that the jetty should remain, and that it should be repaired when required?—Yes, I would let the Dublin Steam Packet Company have the old Admiralty jetty, and the new jetty, to themselves, and give them such other further accommodation as they might reasonably require.

830. If the plan that has been suggested were adopted; namely, to do away with the jetty and lengthen the pier, as far as the straight wall is concerned, to accomplish all that, including the dredging, would be about 15,000 *l.*, or does that include the dredging?—As nearly as I can tell.

831. Do you not think it might cost 30,000 *l.* to dredge it effectually, so as to allow the mail steamer to swing in safety, and go to sea again; ought it not possibly to cost 30,000 *l.*?—If rock were met with I could not tell the cost; I could not be sure that there may not be rock, therefore anything I have said about the cost must be taken subject to that. Certainly, if it were to cost 30,000 *l.*, I should not recommend it to be done, but I am inclined to think that if you were to offer to the Dublin Steam Packet Company to give them this pier as it is, and let them have the Admiralty jetty to themselves so that they might put their steamers on either side of it, and to do what I have been proposing as to making the piles of the present jetty closer; if you were to offer them that and to offer them in lieu of that the elongation of the jetty backwards, I think they would prefer the first plan.

832. Colonel *Pennant.*] Does the 15,000 *l.*, which you have mentioned, include the alteration

tion of the Admiralty jetty and the dredging?—Yes, it includes dredging if the bottom turns out soft, but not if it is rock.

833. Mr. *Milner Gibson.*] The Steam Packet Company have now the Camber, have they not, for the use of the reserve packet?—They have it, I think, under some conditions.

834. When the incoming packet wants to come to the extension berth, they could always have the reserve packet moved out of the Camber alongside the Admiralty pier, could they not?—Yes; but they say in order to do that, they are required to give notice.

835. How many minutes does it take to get that permission from the harbour master?—They say that the notice would have to be given from the other side, from Kingstown, for instance. I am not expressing a decided opinion upon that point, because I do not think I am competent to judge between the parties, being imperfectly acquainted with the facts; but no doubt it would be better for them if they were left free to use it when and as they think fit, without having to give notice when they want to remove the reserve packet out of the way.

836. All that would save the expense?—Yes, and it would give them more accommodation, because they would be able to get from the Admiralty jetty backwards and forwards to the spare boats; and I think there is plenty of room for the other boats to get by even when the Dublin Steam Packet Company's boat was on the south side.

837. That plan would provide all the requisite shelter and accommodation, and the use of the extension berth without any expense?—Yes, with the exception perhaps of some repairs to the Admiralty jetty; but I think it would give them a considerable amount of accommodation which they do not possess now, if they could have the use of it to themselves.

838. Mr. *John Tollemache.*] I understand that, in your opinion, this scheme which has been suggested of doing away with the jetty should not be carried out?—I am not prepared to recommend it at present, because I have not considered it sufficiently, I have merely been giving an opinion upon it as it has been suggested to me.

839. If the plan which you are rather in favour of at present should be adopted, the jetty would remain?—Yes.

840. I suppose those large steamers would be allowed to bring up on both sides of the jetty?—Yes, if they desired it.

841. Is this old harbour of any value to the public?—Yes, and the London and North Western Railway Company are laying out about 60,000 *l.* in improving it at the upper end.

842. If this old harbour be of any value to the public, and if the upper part of it were given up in a great measure to the North Western Company, and the jetty were given up to the Dublin Steam Packet Company, would not those large vessels entering there very much interfere with the public in having free access to the old harbour?—No; the London and North Western Company are expending about 60,000 *l.* quite at the upper end of the harbour; when that work is done, the trade will all be carried on there, so that their cattle trade will be removed up there.

843. If this plan of lengthening the straight pier and doing away with the jetty were carried out, and if the dredging that you suggest were also carried out, you think that there would be no occasion for this proposed breakwater?—Just so.

844. In that case the outlay of a sum of 15,000 *l.* or a few more thousand pounds would in your opinion be sufficient to meet all the present requirements?—Yes; I cannot of course speak with certainty about the 15,000 *l.*

845. It would be under 30,000 *l.* at all events?—Yes, I should think so; though if rock be met with in any considerable quantity then the cost becomes very difficult to estimate.

846. If that scheme were carried out as you suggest, leaving them the use of the Admiralty jetty, do you think that the Government would then have fulfilled its part of the contract so as to enable them to levy the penalties in the contract?—Yes, I think they would. I think the Government will have fulfilled their part of the contract when they have made or if they have made piers and conveniences upon which the trains can be brought, and alongside of which the steamers can come. It strikes me that that is the only obligation which the Government has entered into, so far as I know.

847. You think that that is quite sufficient to meet what is required at present?—Yes.

848. Mr. *Lefroy.*] Are you aware that the former witnesses have stated that in certain winds the vessels cannot come to the present pier safely without having the proposed breakwater made?—I have heard that stated.

849. Notwithstanding that evidence given by the captains of vessels, do you still persevere in your opinion that it is safe for vessels to come in without a breakwater?—Yes, certainly; that it will be quite safe enough when I have added the planking to it. In fact, you find in the correspondence that the breakwater was given up.

850. The further improvements which you proposed and which have not been sanctioned by the Government would, in your opinion, make it a safe pier and would tend to give more protection from the winds which the captains fear?—Yes, they will give more protection from a northerly wind than at present by preventing the wind blowing through the pier and blowing over the pier and the sea coming through it.

851. Have your proposed improvements which go to the extent of solidifying the pier been sanctioned?—From the correspondence, it would appear that my proposal has been sanctioned by the Treasury, but it has not yet been sanctioned by the Board of Trade.

852. Do you propose more than that?—No.

853. If that solidification is done as you proposed, would the pier be safe for any shed which the Committee may think it right that the public should be provided with?—I cannot say that; I should want to see the sheds which are proposed to be put upon it, before giving an opinion upon that.

854. Taking it for granted that the Committee think that the public should be accommodated with sheds, do you think it a prudent thing to go to the further expense of solidifying the pier?—Yes; I think that the close planking ought to be done, whatever is done about the sheds, because that would benefit the packets, I am quite sure. Whatever is done with regard to the sheds, I think that should be done.

855. You were asked why should the country pay for sheds, may not the question be asked why was the contract made to the extent that it was made, was not the accommodation of the

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public regarded in that contract?—I do not know that the contract embraces sheds, it embraces simply a pier.

856. Did not the contract suppose that the public should be accommodated fully, as well as that there should be accommodation for the traffic?—I am not aware of any obligation upon the Government to do more than provide a pier upon which the trains may come alongside of the packets; according to my view, the rest of the accommodation would rather lie with the contracting parties who agreed to carry the public.

857. Would you not say that it is most important to the public that protection should be given to them from the weather as well as protection for the ships in coming in to the pier?—I think, as respects the public, it is important for them to receive every kind of protection which it is possible to give them; but the question still remains by whom should this be afforded.

858. Would you say that the present pier, without a breakwater, will be a safe landing-place for passengers under every wind, if it is improved to the extent that you propose?—I think it will be safe.

859. Does that include the doing away with the Camber, and making all the further improvements within the harbour which are necessary to let vessels up to the old pier?—I do not think that is anything to do with the question of safety; it is rather an additional convenience to the Packet Company; it would give them more convenience to let them have the entire use of the Admiralty jetty, instead of the partial use which they have at present.

860. You cannot undertake that accommodation, in the way of sheds, can be given without that being made?—I do not think that has anything to do with the question of sheds.

861. You say that you cannot put sheds upon the present pier with safety?—No. I said this: the question was as to any sheds that might be thought desirable, and I said I should require to see the sheds before I could say whether I could put them upon the pier.

862. Sheds sufficient for the protection of the public from the weather?—Supposing it were proposed to put up such sheds as have been alluded to by the Honourable Member for Birkenhead, with closed sides and sliding doors, I should not like to say that it would be advisable to put up sheds of that character upon the timber jetty. There is no difficulty in putting such sheds upon what is called the extension, for instance; upon that part of the jetty any kind of shed might be placed; I mean that there is no difficulty as respects its effect upon anything; it is all solid and stable, and you might build anything you thought fit upon it; but I should not like to undertake to build anything upon the further end; upon the inner part there is not the slightest difficulty; the refreshment rooms which I have got out are upon this portion of the stone pier; they would make commodious good rooms; and upon this portion of the packet pier you might put any kind of shed.

863. If so, must not the vessels always come up to that part of the pier?—No doubt, if they wish to have the use of the sheds, they should always come there.

864. Would not that involve the expenditure which you have alluded to, of clearing out all that part of the harbour?—No, not at all; my own suggestion is, to leave it as it is, but to give the packet company the entire use of the Admiralty jetty; at present, they are only allowed the south side by asking for it, and they say they cannot always give notice; my suggestion is, to let them take that, and then to provide upon the extension part of the pier, if the company wishes it, refreshment rooms and sheds.

865. *Chairman.*] In answer to a question from the Honourable Member for Glasgow, you stated, did you not, that whether right or wrong in policy, it has always been the policy to expedite the communication between Ireland and England?—Yes.

866. Are you aware that there have been several reports upon that subject since the Union, all founded upon that?—No; I was not aware of that; I know that the Government has always taken that course.

867. Are you aware that Sir Robert Peel, who got the first grant for this harbour, stated this in the House of Commons in 1844, that the object of the Government was, to make arrangements to secure the most expeditious intercourse possible between the metropolis of Ireland and England, at the same time expressing a strong opinion as to the public advantages likely to accrue from such a policy; and in 1845, he further gave as a reason for an intended proposal of a grant for the improvement of Holyhead Harbour, that that port was the proper channel of communication with Ireland; that is to say, the whole grant was founded on the improved communication between England and Ireland?—That has been the course of the Government, I know.

868. Are you aware that 200,000*l.* was to be paid by the London and North Western Company to provide those accommodations which are now not given?—Yes.

869. Are you aware that the Government absolved that company from this obligation, and took it upon themselves?—That was before my time. I know that they were to find that money, and that under some arrangement that obligation was done away with; but I do not know upon what terms.

870. You do not recommend this improvement of the Admiralty jetty; you are only giving an opinion upon the plan which has been suggested to you?—Just so.

871. Is not that Admiralty jetty so rotten at present, that it must be renewed if it is continued?—If used in the way I have suggested, it would have to be strengthened.

872. You stated, did you not, that it was intended that ships of war should coal inside the harbour?—I do not know that it was intended, but it was discussed.

873. Would it be possible in any wind from the southward, that any large ship could enter that harbour without being towed?—Yes, any ship under steam.

874. Could any ship beat in there?—Of course ships of war would, generally speaking, have screws, and they could get in without difficulty.

875. In your opinion they could do so?—Yes, all steamers might.

876. With regard to the improvements towards the Admiralty jetty, you state that you have not sufficiently considered the question to advise it; would you not in considering it take into consideration the advice of the captains of the packet ships?—Yes, certainly.

877. If they tell you that the entrance is dangerous, and the exit inconvenient, would you not think

think that one element of objection to it?—Yes, if that was the universal opinion of nautical men who were acquainted with the harbour.

878. If you found that the quantity of rock was such as to make it very expensive to deepen, would not that also be an objection?—Yes; if it was to cost anything like 30,000 *l.* I should not recommend it.

879. Mr. *Laird.*] You have been asked as to what interest the Government have in providing proper accommodation for the packet service; are you aware that by clause 16 of the contract they are entitled to half of the increased amount derived from passengers after 35,000 *l.* a year has been reached?—Yes, I believe that is so.

880. Then I presume that the better the accommodation that is afforded to those packets for the passengers that they carry the more money the Government will receive under this agreement?—*Pro tanto*, no doubt that is so.

881. They have, therefore, a direct interest, have they not, in providing the best accommodation for the packet service?—To that extent, no doubt.

882. *Chairman.*] They are to a certain extent partners with the company in the profits?—Yes, to the extent of their share in the surplus above 35,000 *l.* they are.

883. Mr. *Laird.*] In clause 11, there is this passage, "That no deduction shall be made under the last-mentioned clause from the sums payable under this contract until Her Majesty, Her heirs or successors, shall have caused the necessary piers, rails, and appliances (which are to be provided by Her said Majesty's Government), at Holyhead and Kingstown respectively, to be completed, with free and uninterrupted access for the trains and packets to be provided under this contract," &c.; under that clause, it appears that the Government did undertake to provide the necessary appliances, and that at the time the contract was made this wooden jetty was in existence?—The Admiralty wooden jetty only. The question is, what are the necessary appliances? and this wooden jetty was constructed in pursuance of that contract.

884. You consider as a mere matter of opinion that as between the Railway Company and the City of Dublin Packet Company, the Government is to bear the expense of the necessary accommodations for the traffic?—Certainly. My advice to the Government has been to set the question at rest by claiming the penalties, and if they resist the claim, let both parties go to somebody who would settle it.

885. *Chairman.*] And the Government have invariably thought it not prudent to do so; is not that the case?—I do not know what they have thought.

886. At all events they have not done it?—They have not done it, they have been negociating.

887. Has not the company refused in every case to acknowledge what has been done as a sufficient carrying out of the contract?—I have no doubt they have always refused.

888. Can a vessel in bad weather get into the Camber when the water is low?—They always do get there; I always see them lying there.

889. Are they not, in fact, aground the greater part of the time that they are there?—To some extent they may be aground, but there is always water there.

890. Are they not so effectually aground that they cannot move?—At low water spring tides I should think they would be, but they can always get to the extension pier.

891. What is the length of the extension to the mouth of the Camber?—Three hundred feet.

892. That is 50 feet short of the vessel?—The extension is long enough for their purposes; I mean the extension with the stone part, which forms a part of it.

893. Mr. *Herbert.*] What is the alleged obstacle to their using it now?—At present their spare packet lies in what is called the Camber, and they say that they do not like running to the extension when their packet is in that situation, because they might run into her. There is an understanding, I believe, with the Government officer there, that when they want to run to the extension, they are to let him know, and he gives them permission to remove this spare steamer to the south side of the timber jetty; and they say that is not convenient, that they cannot always tell beforehand that they want to do it; and they have asked to be allowed to use the whole of this timber jetty.

894. Are you of opinion that if arrangements could be made, so that the spare packet could be placed in a convenient situation, and that part always kept free, that would answer their purpose of running in any time of the tide or in any kind of weather?—Yes; they could always run them to the extension if they chose; and that is sheltered from all weathers. Some year and a half ago this question was raised, but at the time the London and North Western Company had not thought of making the accommodation higher up; and when they have got that accommodation they will not want any room here.

895. Assuming that to be done, there would be no difficulty in putting up convenient sheds?—There would be no difficulty at all in placing sheds there of any kind.

896. That is to say, without any further dredging, assuming that the spare packet is disposed of in a satisfactory manner?—Then there is no difficulty in their using that part in any way they think fit.

897. *Chairman.*] Are not the vessels occasionally aground there?—I have never heard of it.

898. Mr. *Corry.*] If the shed were erected upon the part of the pier which you have just been referring to, where refreshment-rooms might be erected, and if the curves were altered so as to admit of a large engine coming to the pier, in that case, I presume, there would be no necessity for stopping at the present station?—So far as the Irish Packet Service and the traffic to Ireland were concerned, there would be no necessity for it; whether the London and North Western Company would say that they want to stop there for the local traffic I cannot tell.

899. As far as the Irish traffic is concerned, that would save some time, would it not?—Yes; it occupies now some five or ten minutes getting out of the carriages into the steamer, whereas by this other arrangement the passengers would immediately go out of the packet into the refreshment-room, and get their refreshment while they were putting the luggage into the carriages.

900. *Chairman.*] Did you get any order from the Government to complete the refreshment-room?—No; the Treasury appear to have sanctioned what I have suggested; only they say, with regard to the refreshment-room, that it is subject to the condition that they are to apply to the

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London and North Western Company to know whether they will use it.

901. Mr. *Corry.*] With regard to the extension pier, which is made of wood, is it not the case that a considerable outlay will be required from time to time to keep it in repair?—No doubt.

902. That would therefore add considerably to its comparative cost?—Yes.

903. Have you any idea of what the cost would be in the course of 30 years?—I should say that in 30 years you would have to rebuild it.

904. At what cost?—I should think that in 30 years you would have to lay out 20,000 *l.* upon it; of course that is a very long period; rebuilding it would amount to laying out 20,000 *l.* in 30 years.

905. In the case of the stone pier, the cost of maintaining it would be very much smaller, would it not?—The cost of maintaining it would be very much less, but the interest of the money would be greater.

906. Colonel *Vandeleur.*] What would be the difference between the cost of stone and timber, if you were to make it of stone?—Of course the difference in cost between stone and timber is very great; the cost of stone is five times as great, where you have to build under water by diving-bells.

907. Having estimated this elongation of the jetty at 15,000 *l.* if it were made of timber, what would be the difference supposing it were made of stone?—I could not tell that offhand, but it would be many times more; I should say three or four times as expensive.

908. Colonel *French.*] The honourable Member for Glasgow asked you why this country should undertake the expenditure, and you in reply stated that you looked upon that rather as a political question: are you not aware that before the contract was signed, it was one of the conditions that the country at large should undertake this expenditure?—Yes; but the honourable Member's question had reference to another thing. The Government are, of course, under the obligation to provide a suitable packet pier under this contract; but I understood the honourable Member's question to refer to the probable increase of traffic. It had nothing to do with the mail packets, but to the ordinary traffic; and his question was, why should the Government provide for that? Of course, with respect to the accommodation for this mail service, the Government have entered into a contract, and agreed to do it, and therefore they are doing no more than they have agreed to do.

909. Are you aware that the Government compelled the Holyhead and Chester Company to lay out about 750,000 *l.* on the tubular bridge?—They compelled them to make the bridge of very large span, but it would always have been a very expensive bridge.

910. Did not Sir Robert Peel state that what the Government were about to do in the improvement of the harbour, and what they compelled the Company to undertake in the execution of the tubular bridge, he regarded as almost equal to bridging over the Channel?—Yes, I think there was a statement of that kind: I think it right to say that the London and North Western Company have always stated to me (of course upon that I offer no opinion) that in making the contract with the Government, they did take into account the value of that which the Government were to do.

911. Mr. *Laird.*] I understand you to say that the breakwater marked D would do very well as a breakwater, but that if it was to be faced up as a pier, there is less water there than at the inner pier: according to the soundings on the chart, which I have before me, there is more water there than there is at the present jetty?—No, I do not think it is so; I said that in such a case half of the pier would be useless for the packets.

912. *Chairman.*] Besides the blue plan which you proposed, was there any other plan proposed by the Government?—Not by me; other plans had been proposed previously to that.

913. That blue plan was the only plan at that time before the Government?—The blue plan was my own proposal. A plan had been proposed by Mr. Rendel, which had been given up.

914. This blue plan of yours was the only plan existing at the time that the contract was made?—Yes, and the wooden packet pier; they were both proposed and sanctioned at the same time, and they were both in existence when the contract was made.

Commander EDWARD KEANE, R.N.; called in, and Examined.

Commander *E. Keane*, R.N.

915. *Chairman.*] YOU are a commander in the Royal Navy, are you not?—I am.

916. You have had the command of vessels on the Dublin Steam Packet Line for many years, have you not?—Yes.

917. Therefore you have had great experience in this harbour?—Yes, for 24 years.

918. Of course you know the present landing-pier?—I do.

919. Do you consider it safe and commodious for landing the passengers and the mails?—No, certainly not.

920. Will you state your objections to it?—With a north-east gale of wind it is impossible to go to it under any circumstances in its present state.

921. What are the reasons which make a north-east wind obnoxious to it?—The weight of the sea and the force of the wind through it prevents any ship from going up alongside of it.

922. How do you get your ships alongside at present?—It is done with a great deal of difficulty; we are obliged to go in so far under the lighthouse that we are in danger of the ship getting aground.

923. First, with regard to the wooden pier, what are the difficulties which you find in getting alongside?—The force of the wind, and the sea beating through it.

924. How do you haul alongside?—We succeed, after a long time, by forcing the ship with hawsers on shore at both ends, and working her with engines backwards and forwards at great risk.

925. If those hawsers were to give way, what would be the consequence to the ship?—The ship would stand a very great chance of going on shore, for the rocks are so close that we could not possibly anchor; and if the ship's head was not perfectly straight for the harbour, where we might run on to the mud, even at that distance she drifts so quickly, that the probability

probability is that we should fall on to the rocks before we could do anything effective.

926. In addition to the danger, is there also much delay in landing?—The delay exceeds sometimes half an hour, or three-quarters of an hour.

927. When do these delays occur; is it in any particular states of the weather?—Those delays occur principally when the wind is from about north-west to east-south-east.

928. That is not a prevalent wind, is it?—No; the prevalent wind is, generally speaking, about north-west to south-west.

929. How many times in 12 months do delays of that kind occur?—I should say, taking the year round, it might happen 10 or 12 times that an extensive delay takes place.

930. Are the smaller delays more frequent?—Yes; in consequence sometimes of a calm, there is a delay, because the current going through keeps us five, or six, or up to ten minutes in working the ship up.

931. Do you think that the solidification of this wooden pier would obviate, by preventing the sea going through, the danger which you are exposed to in that way?—It certainly would assist us at present, but it would not be an effective thing.

932. Would the sea break flying over it?—Yes; and when we go round the end of it, that materially interferes with our going alongside.

933. Are you aware of any inconvenience in wet weather which passengers experience in landing?—Yes, very great indeed.

934. Have you seen them exposed to the weather?—Yes; and I have seen them literally wet through before they could reach the carriages, in consequence of the delay.

935. Do you think it would be possible to put a roof and wall upon the top of the pier?—Yes, I have seen it in other places; I think it is very possible to put it there.

936. Do you think that the pier is strong enough to bear anything of the kind?—At present I do not think it is.

937. If solidified, do you think it would?—Yes.

938. What do you mean by solidification; would you leave openings?—I would not leave any opening, but I would put them as strong as I possibly could.

939. Would you put a stone pier there?—A stone pier would be more effective; but a wooden pier, if properly made, would be quite protection enough.

940. You think that, for the convenience of landing passengers, it is quite necessary that there should be a roof of some kind or other?—Yes.

941. Do you find the roof at Kingstown very convenient?—Yes; it answers the purpose perfectly.

942. You say that the solidification of this pier, in your opinion, would not be sufficient?—It would not.

943. Can you suggest any other remedy, besides that, which would completely secure this pier; and will you state what your idea would be?—My opinion is, that we should have a pier with two sides; and that can only be effected by running a breakwater on the northern side of the present jetty.

944. Where would you run that breakwater?—I would run the breakwater from the Inner Platters sufficiently long to cover the present jetty.

945. By covering the present jetty, do you mean that it should shut out Carmel Point?—That would be about the line.

946. If it shut out Carmel Point, you think that that would be sufficient?—Yes.

947. Whatever the length of it might be?—Yes, whatever the length of it might be.

948. It would not extend to the Stag Rock, would it?—I do not think it would.

949. You consider that if that pier was made you would have sufficient safety for the vessels, and, with a roof, sufficient convenience for the passengers?—Perfectly.

950. You are aware where the Admiralty jetty is: do you find any difficulty in running the reserve vessel into the Camber?—I should say there was great difficulty indeed in doing it at present.

951. Are you aware of what is called the knuckle, at the end of the pier?—Yes.

952. Is not there a difficulty in getting a vessel of the length of 350 feet round that knuckle, so as to turn her head into the Camber?—Very great difficulty, and very great uncertainty.

953. And a certain degree of danger?—Yes.

954. It has been proposed to remove the jetty, and build a wooden pier parallel to the present pier; do you think that would be a safe place at all times, day and night, to run a vessel into?—It might be a safe place, if they removed the jetty, but I doubt whether it would ever be safe for the bottoms of ships in shoal-water.

955. Do you think it would be possible to deepen it?—I do not think it would be possible to deepen it enough, unless they blew the rocks all away.

956. You consider the bottom to be rocky?—I know it to be all rocky.

957. Therefore, it would be a considerable expense, in your opinion, to deepen it to the extent that would be required?—Yes, certainly.

958. Are not the vessels aground near the Camber?—Always.

959. For their whole length?—Yes, the whole length, for they ground actually at the knuckle of the extension, at low water.

960. Supposing a vessel to run for the present wooden pier to lie alongside, would you be able, finding it blowing too hard to lie alongside, to turn that ship, and put her into the Camber without great difficulty?—It would be a great risk to attempt to do that.

961. Supposing you take a large circle and back, from the inside of the Camber, or the stone pier outside the Camber, in a dark night, would there be any difficulty in doing it?—It would be a very great risk running into this pier; you would have to make a sweep, and go so close, and go so slow, and the entrance is so narrow, that it is doubtful whether you would be able to put your ship's head straight into the Camber, because these very long vessels lose their way so quickly; the same thing would answer for the extension berth, because the water is so shallow when you get there that you lose all command of the ship.

962. In running from Dublin, supposing you wanted to take up a berth alongside the stone pier, supposing the jetty to be removed, is it safe to run into that passage and lay your vessel inside there?—I would not do it from choice; I consider it dangerous to attempt it.

963. When you are there, do you find any inconvenience in getting out again?—Very great; because when you are in there you must go out stern foremost, and warp her out.

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964. Is it possible to swing her?—No.

965. Are you aware of the breadth across from the jetty to the opposite shore, or to the point near the docks?—I cannot exactly tell the distance; but I should think it was under 400 feet, and our ship is 350.

966. In a southerly wind would it be easy to swing a ship a length of 400 feet, the ship being 350 feet long, or would it even be possible?—It is a thing that could be done, but it would take an immense time to do it, and you never could send the same ship to sea the same night; you must have another ship ready.

967. Therefore in your mind no extension or alteration of that kind would be sufficient for the packet service?—Certainly not.

968. You have considered this subject often, have you not?—I have.

969. And you think that any deepening of that part of the channel would not be efficient?—Certainly not.

970. In the case of large vessels, and especially long vessels, when they get into shallow water, do not you lose the power of the helm over them?—Yes.

971. Would not that totally prevent your swinging them?—Yes; we must do it all by ropes.

972. Are you aware that it is the intention of the London and North Western Railway Company to remove their stores which were at that point up into the harbour, and to form a jetty or pier for themselves for their own trade?—I have heard so.

973. Supposing it to be the fact, do not you think that placing the Dublin Steam Packet vessels in the position which I have indicated would cause the one set of vessels to interfere very much with the other?—I doubt whether they could by possibility deepen the harbour for them at all, because in the present Camber, where you see the red mark, I have myself seen the water there seven feet only at low water, and I have sounded it myself.

974. Could you point out how far the ebb-tide comes now?—It dries to the extreme point on this side, just nearly to the red line, opposite (*pointing to the plan*); then there is water for some little distance, and then there is a sharp rock from that point, and then it drops into 8 and 10 feet water.

975. Do you consider the bottom to be rock, covered with mud?—Yes.

976. And the difficulty of deepening it would, in your opinion, be very considerable indeed?—I know it, because in 1848 and 1850 the Government had dredges for the new boats, of the "Banshee" class; and they were prevented dredging in many places from the quantity of rock that there was in the harbour.

977. Therefore, after due consideration, and with your large experience, you consider the alteration proposed at that jetty, by the removal of the jetty and making a long pier there, to be one which you would not be satisfied with?—Decidedly not, we should always be in difficulties; we should only have one side to make use of instead of two.

978. But you are of opinion that running out a breakwater, as you have said, to the Platters would fully satisfy the wants of the Company?—Yes.

979. Are you aware of the plan which you see indicated in blue on that map?—Yes.

980. Do you think that that would be sufficient?—No, I certainly do not; with a north-east gale of wind, there would be very great difficulty in getting into it, and when in it you would be in a very disturbed state.

981. You consider that a north-east wind would affect you there?—Yes, it would create a very heavy sea there.

982. Supposing, as Mr. Hawkshaw has proposed, it were decided not to finish the inner one, but to make a less expensive pier, and to make merely an outer pier there; do you think that that would obviate the objection which you make?—No, it would not answer in any way, besides the difficulty of getting to it.

983. As to the difficulty of getting to it, do you mean on account of the ships being in the way?—Yes, owing to the ships anchoring in the way.

984. Where do the ships anchor now?—I have seen two at the end of the pier, and I have seen them all the way along over the whole face of the bay.

985. Do you think that the anchorage is confined to that part which you see streaked with pencil on the map?—Most decidedly not; I have seen ships on the top of the Platters even.

986. They were driven in, I suppose?—Yes, they are all subject to be driven in every gale of wind.

987. When a ship comes round in a gale of wind, the moment she gets into shelter she drops anchor, does she not?—Yes.

988. Would it be possible for any harbour master to keep a passage clear from where the lighthouse is to be built at the end of the breakwater to this pier?—No, decidedly not; if he had half a dozen of Liverpool steam tugs he could not do it, for the weight of the sea that comes in there would prevent his ever being able to place the ships.

989. Therefore, your reasons for objecting, if I understand them rightly, to this pier, are, first, that a north-east wind would make it very unpleasant to land there, and next, that the passage could not be kept open from the sea to the point of landing?—Precisely.

990. Is there any other place within the harbour that you would suggest as a proper landing place?—None.

991. Are you aware whether large vessels ever practically go into the inner harbour?—Yes.

992. Can they go in unless by a tug?—Yes, they can go in when the wind is fair; they can sail in, there is plenty of room.

993. Could they go in with a south wind?—Yes, they go in between the Platters and the breakwater; the "Majestic" lies there regularly every summer.

994. Is she towed in?—She goes in by steam.

995. But with the wind blowing from the southward, could large vessels sail in there?—They never could do it; the moment they are round the pier they come in and drop their anchors as quickly as they can to keep off the lee shore.

996. Is not another reason why they do so, that they can get away with great facility?—Yes, the outer anchorage is so occupied in consequence of their being able to get away sooner.

997. Have you any doubt that the outer anchorage will be the place where the greater number of ships will be accommodated?—Yes, all the large ships.

998. Therefore,

998. Therefore, in your opinion, it would be impossible to keep the line clear for the passage of the Dublin Steam Packet Company's vessels to the outer pier?—Certainly; it would be impossible.

999. Is it your opinion that the present situation of the wooden pier is the best?—Yes, decidedly the best.

1000. And that the only thing that is wanted to make it completely safe would be a breakwater on the north side, according to plan D?—Yes.

1001. Have you any further observation to make?—None; no more than that I have been obliged, according to the state of the wind and weather, to take first one side and then the other, to come in according as the vessels lie by their lights; they are spread all over the bay.

1002. What you want would be to retain the present wooden pier solidified, and to have a breakwater outside?—Yes, and a cover over the top.

1003. Would you consider that a breakwater would be sufficient without being abressed with stone and made a landing-place?—Yes, quite sufficient.

1004. Would you wish to have it made so that you could land there?—It would be a great convenience to us to have the south side of it, so that we could go to it and lie alongside of it; it would make it more complete and more useful.

1005. In that case you could go to the windward of the other pier and drop down on it?—Yes.

1006. That is always desirable, is it not, instead of hauling to and fro?—Yes, instead of having to haul round as we do now.

1007. Though that would be more convenient, you do not think it absolutely necessary, and that a rough breakwater would answer the necessity of the case?—Yes; the night the "Royal Charter" was lost, I crossed the Channel in the "Llewellyn," and I had to run for the old Admiralty Pier, and when I had got there, I was obliged to go inside; we usually land on the south side, but I was obliged to go in, and then the sea actually broke over on to the decks of the vessel; near that place, from the north side, the sea came right over us, and as I passed round the lighthouse to go in, I lost the light altogether from the sea, so that you can judge what description of sea comes there, and the present landing-place is as much open with a north-east wind now as it was then.

1008. Colonel *Pennant.*] Could you mention along how much of the north side of that pier you could lie with your vessel in deep water, supposing there was a breakwater outside of it; at how much of that red mark pier would you have deep water for your vessel?—None of the stone pier.

1009. The stone pier would be useless?—Yes, perfectly.

1010. Then it would be only on the north side of the wooden jetty that you could lie?—Only on the north side.

1011. *Chairman.*] The rest is all so sloping, that you cannot approach it?—Just so.

1012. Colonel *Pennant.*] But would you not have deep water higher up?—Higher up, we might at high water, but not at low water, because it is nearly dry half-way down.

1013. It would be only the north side of the wooden jetty that you could lie alongside?—Yes; it is proposed generally to increase the length of it 300 feet, for the purpose of giving us a better berth to run up on the northern side in bad weather, because the length of it is rather short for long ships like ours, in a heavy north-east wind.

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1014. You would have, of course, to lengthen the breakwater in a corresponding degree opposite to it?—Yes, certainly.

1015. *Chairman.*] What is the length of the present wooden pier?—Six hundred feet, I think.

1016. Mr. *Herbert.*] How far do you contemplate the breakwater going out?—Without reference to the actual number of feet, whatever will cover in the point of the pier with Carmel Point.

1017. That would be about north-east?—Yes.

1018. Mr. *Corry.*] Would the breakwater marked D, as drawn on the plan, shut in Carmel Point from the end of the existing pier?—No.

1019. In your opinion, would it be requisite that the northern breakwater should be extended so far as to shut in Carmel Point?—Yes.

1020. Assuming that the estimate was correctly formed with reference to the proposed length of the pier, to meet your views a large expenditure would be required to be incurred in order to carry it further out?—Yes.

1021. About what distance in addition would it be required to extend it?—About nearly one-fourth longer.

1022. Would the water be deeper there?—No; the water would be the same depth all about there; it is only 18 feet at low-water.

1023. Therefore, you would assume that the additional expense would be about one-fourth more?—Yes.

1024. Do you attach great importance to having the means of coming alongside on the weather side in northerly gales?—Undoubtedly, a very great importance.

1025. Both with regard to safety and time?—Yes: in the first place, the mail masters' reports will show at once the difference between a north-east gale, and a south-west gale, in going into Holyhead; we go alongside on the weather side in a south-west gale, and we are never more than four or five minutes landing the mails, because we go on the weather side; whereas, in a north-east gale, we are half-an-hour in going alongside the lee side.

1026. How often in the course of a year do you suppose a difference of 20 or 25 minutes might occur?—Perhaps eight or ten times in extreme cases.

1027. You stated that in coming alongside the eastern pier at present in northerly gales, if the hawsers were to part there would be great danger of the ship going ashore; if the ship went ashore would she go upon the rocks?—Yes.

1028. And, of course, a heavy sea breaks upon those rocks in northerly gales?—Yes.

1029. There would, therefore, be great danger both to the ship and the lives of the passengers?—Yes, both to the ship and the lives of the passengers.

1030. All that would be obviated in your opinion by the construction of the proposed breakwater, which is marked D, which would enable you to come alongside on the weather side in a northerly gale?—Yes, that is the great object, that we should always have a weather side to go to.

1031. Have you considered whether any plan preferable to this might be designed?—I do not think any improvement upon that can be made.

1032. Mr. Hawkshaw was asked whether the

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water inside the eastern arm of the blue pier would be quiet enough in north-easterly gales for your vessels, and his opinion was that it would be so; do you agree with that opinion?—My opinion is undoubtedly that it would not be.

1033. Mr. *Milner Gibson.*] What is it that makes it likely that your ship should get ashore coming into Holyhead Harbour?—If the rope broke there is no alternative; the ship is left entirely with no power of steam on her, and we have no command whatever of her in that short distance from the shore, and we cannot bring her up with an anchor.

1034. What is it that causes the rope to break?—The working of the engine in order to brace the ship up to put her alongside, and the strain that is put upon the ropes in consequence.

1035. You do not mean that it is the wind and the weather that create that danger?—It is caused by the wind.

1036. Would the northern breakwater affect the wind?—It would affect the wind, because it would enable us to go the weather side.

1037. You say that you are liable to be driven ashore when you come to the south side of the present jetty?—Yes.

1038. And it is the wind that acts upon your ship, and that causes the ropes to break, and causes her to swing off and go ashore?—Yes.

1039. Would the northern breakwater in the least degree prevent that?—Yes, with the northern breakwater we could go on the weather side, and require no ropes.

1040. But when you go to the south side, would that be so?—We should never go to the south side with a north wind; we should always keep to the weather side.

1041. How much further from the shore would you be coming alongside the weather side than the lee side?—There would be only the breadth of the pier between us and the shore, but we should have the protection of the pier to lie against.

1042. You state that you cannot bring the ship alongside the extension berth with safety?—Certainly not.

1043. Why not?—Because the water is too shoal, and with that short angle to work a long ship, you cannot keep her under command sufficiently.

1044. You are obliged, are you not, to take a sweep round the Stag Rock now to come in alongside the eastern jetty?—No, we have water enough to go over it. The sweep we take at this moment is rather out of our way.

1045. How much further to the southward would your sweep have to be if you had to go alongside the extension berth, than it is now, when you have to go alongside the eastern jetty?—Nearly double our length.

1046. That is to say, it would be 600 feet?—Yes; 600 feet nearer to the rocks, further to the southward, right into the bay.

1047. But you could go into Holyhead Harbour?—Yes, we could go into Holyhead Harbour straight.

1048. When you have gone 600 feet nearer to the rocks at the foot of the bay than you go now, how far would you be from those rocks?—Not more than 300 feet; not a ship's length.

1049. You could not sweep into the extension berth without going within 300 feet of the rocks in the right of the bay?—Precisely.

1050. What water would you be in there?—We should there be in, I suppose, about three fathoms water.

1051. Could you point out on that chart where this danger is in sweeping up into the extension berth?—(*The Witness pointed it out on the Chart.*)

1052. Was not this extension berth completed and approved by Mr. Watson, as a convenient berth for bad weather with northerly gales?—It was approved by Mr. Watson, because we could get nothing else, and for no other reason.

1053. You say that it is more dangerous to come to that part than to the eastern extension; what advantage could Mr. Watson anticipate from it if coming to the new place was more dangerous than coming to the old one?—It was more dangerous so far as having to go nearer the shore was concerned, but when you got up to it you had more shelter, because you were under the lighthouse; that was the object of it.

1054. Therefore, the advantage of having more shelter was sufficient to counterbalance the increased danger of losing the ship altogether on the rocks?—We do not do these things.

1055. I thought you stated that there is some danger?—Yes, there is some danger; if the ship gets disabled, or any accident happens in the engine-room, you are on the rocks.

1056. But supposing that accident were to happen in mid-channel, you would be in danger, would you not?—Yes; that has happened to me before now.

1057. Lord *Naas.*] Was the course which you were alluding to as being necessary to take your present vessels the course which you generally took with the smaller vessel, the "Llewellyn," before the temporary pier was made?—Yes, that was the same course.

1058. The course which you are describing is the one that it would be necessary to take with those large vessels?—Yes; by degrees, as the breakwater went out, we had to increase our sweep; originally when I first went to Holyhead, that inner line on the plan was the sweep that I used to go, but gradually, as the breakwater was made, we increased the line to it.

1059. But I mean before the temporary pier was made, and since the breakwater was made?—We used to go close round the lighthouse, as close as we could.

1060. That was a different course from that which you have pointed out now?—Yes; a different course altogether.

1061. *Chairman.*] Is it not quite clear that, with a shorter vessel, you could take a shorter sweep than with those large ones?—Yes; it is the great length of the vessel which requires the larger sweep.

1062. Mr. *Lefroy.*] Supposing the breakwater were made, would you think that the present pier, with the protection of the breakwater, would be sufficiently secure to hold a shed for the passengers?—I do think it would.

1063. Suppose the number of vessels increased in a few years, as has been contemplated by Mr. Hawkshaw, do you think that those two improvements, the consolidation of the wooden pier and the breakwater, would afford a safe and sufficient accommodation for any increase in vessels which is likely to take place?—Yes, certainly.

Martis, 23° *die Junii*, 1863.

MEMBERS PRESENT:

Lord John Browne.	Mr. Laird.
Mr. Corry.	Mr. Lefroy.
Colonel Dunne.	Lord Naas.
Colonel French.	Colonel Pennant.
Mr. Milner Gibson.	Mr. Stansfeld.
Lord Richard Grosvenor.	Colonel Vandeleur.
Mr. Herbert.	

COLONEL DUNNE, IN THE CHAIR.

Captain JOHN WILLIAMS, called in; and Examined.

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1064. *Chairman.*] YOU have commanded for some years one of the steam-packets which ply between Dublin and Holyhead, have you not?—Yes.

1065. You are, therefore, perfectly acquainted with the harbour?—Yes.

1066. Are you satisfied with the accommodation which is now given for landing the mails and passengers there?—No, I am not.

1067. Will you state your objections to it?—In the first place, I do not think that the present pier is safe for landing the passengers from the vessel coming in.

1068. Will you state why you think the present pier is not safe?—In consequence of the sea breaking through, and sending the vessels from the pier.

1069. What effect has that sea breaking through the pier upon the vessel?—It drives the vessel from the pier as we come alongside.

1070. You consider that dangerous?—It is dangerous, in the first place, because of the ropes giving way in coming alongside.

1071. Must you always go to the leeward side of that pier?—Yes, with a northerly wind you must.

1072. Therefore, you must haul up to the pier by ropes?—Yes; by working the engine generally and the ropes.

1073. If the ropes gave way, you say that danger would ensue?—There would be great danger of the vessel going adrift, and if she did, she must go on the rocks.

1074. Do you think it would be easy to save the vessel in such a case?—I do not think you could save the vessel from going on the rocks, whatever the damage might be afterwards.

1075. Could you propose any remedy for that?—I see no remedy other than that of having a breakwater.

1076. Where would you place that breakwater?—I would place it a little to the northward; about 400 yards to the northward of the present jetty.

1077. Where would it run from?—It would run towards the Stag Rock.

1078. Do you know the rocks called the Inner Platters?—Yes.

1079. Do you mean to say that you would run it there?—No, not to the Platters, it would be towards the Stag Rock.

1080. Inside the Stag Rock there are rocks called the Inner Platters?—Yes, but I do not mean them; the breakwater would not come near the Platters.

1081. You would not wish them to come in so far?—No.

1082. Do you think that solidifying that pier would make it safe, without the breakwater?—I do not think it would, because you would only have one side then, and at times the sea breaks over that pier at the present time.

1083. You think that the swell would run round the end of the pier, if it is strengthened by being solidified?—There would be a great deal of swell still, I think.

1084. Then you think that solidifying alone would be no remedy for it?—I do not think it would; it might help it a little, but it would not be safe.

1085. Have you experienced any delay in consequence of the difficulties at the pier?—Yes, frequently.

1086. At what periods, and under what circumstances?—With strong northerly winds.

1087. They are not prevalent winds, I believe? Not very prevalent; the north-west wind is a bad wind as well.

1088. How many times in the year do you think there are, in which you might consider yourself to be in danger?—I have no idea of that; perhaps it might be a dozen times in the year, or more.

1089. Are you acquainted with that part of the pier where the Admiralty jetty and the Camber are situated?—Yes.

1090. Do you think that it might be deepened so as to allow vessels to run alongside?—It might be deepened with a great deal of trouble and expense.

1091. Do you think that it would answer the purpose?—A vessel could go in there; but then the difficulty would be in getting out again.

1092. Do you know whether any large vessels now go into that Camber?—Yes, they do; the spare packet generally goes in there.

1093. Is she aground there at times?—Yes.

1094. At what periods?—I should say she would

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would be aground there about an hour and a half before low water.

1095. Do you know what depth the water is at that pier at the Knuckle end?—At low-water spring tides I do not suppose there is more than 10 or 11 feet there.

1096. What do your vessels draw?—Fourteen and a half feet.

1097. Therefore, at the commencement of the stone pier it is too shallow at this moment for your vessels?—Yes.

1098. Therefore, in any amendment of that kind, it would be necessary to deepen it?—Yes.

1099. What depth would you require all along?—It would require 16 feet, allowing for any accumulation of mud hereafter.

1100. That would only give you two feet under the vessel's keel?—Yes, it would only give us two feet under the vessel's keel.

1101. Would that be sufficient?—It would be sufficient; but it would be all the better that there should be more if the vessel should have to run there.

1102. Do you know what the nature of the bottom is?—I rather think it is rock.

1103. There would be great trouble and expense in deepening, would there not?—Yes, no doubt.

1104. As to your packet coming out, how would you do it?—You must come out stern foremost.

1105. Could you swing there?—I do not think there is length to swing in if it is blowing strong; if it is blowing a southerly wind, then you must, of course, back out.

1106. What is the breadth from the stores that now belong to the railway company to the opposite shore?—I should think that it is not more than about 400 feet; I question if it is that.

1107. What is the length of your vessel?—Three hundred and fifty feet.

1108. You consider that it would not be safe to swing a vessel of 350 feet long in a breadth of 400 feet?—Not in a place like that.

1109. Will you state what the other way to get off would be?—You would have to back astern.

1110. How far would you have to pass beyond the jetty entirely?—You would have to go round the jetty altogether with a southerly wind.

1111. Would not this knuckle prevent you bringing your vessel round?—With a southerly wind she would fall upon the pier again as she comes out from the jetty, and that would cause her to fall down upon the wooden jetty again.

1112. Do you think that that operation would be desirable or expeditious?—Certainly not.

1113. You, as the captain of the vessel, would object to that?—I certainly would.

1114. You would only have one side under those circumstances?—Only one side.

1115. Therefore you would not be satisfied with a proposed arrangement of that kind?—Certainly not.

1116. Do you think that there would be any difficulty in coming in at night from the lights of the town?—There certainly would; it is very difficult. I have found that frequently the lights of the town dazzle your eyes in coming in, so that you cannot run close to the pier.

1117. Therefore, in fact, you do not consider it a safe or desirable arrangement to make, or one that would be to the satisfaction of the Steam Packet Company?—I do not.

1118. Do you know those other piers that are marked blue on the plan?—Yes.

1119. Do you think that they would be safe and desirable?—No, I do not think they would.

1120. Will you state why you object to them?—In consequence of the vessels always anchoring in that direction.

1121. Where do you think that they anchor?—I have seen some of them anchoring very close to the pier, and swinging close to the pier with a southerly wind.

1122. Would those vessels interfere with your running in?—Yes, both going in and coming out, I should say.

1123. Do you think that the harbour master could not keep them clear?—I think it is almost impossible on a dark winter's night, because those vessels run in and let go their anchor at the best and most sheltered place they can get hold of.

1124. Do you see on the plan on the wall those streaks of pencil?—I do.

1125. Is that the place where they often anchor?—They anchor very much nearer to the breakwater.

1126. Do you not think they might be prevented from doing that?—I do not see how they could in the night time in particular, because vessels might be running in just at the same time when our vessels were starting, so that there would not be sufficient time to get them away; and I do not think that even a tug-boat in the strong gales of wind that we have seen in that harbour would be able to tow them away from there.

1127. Then do you think that that objection would always exist, even if these piers were perfected?—I think so.

1128. Do you think that there is any objection in the piers themselves, from their exposure?—I do not know; I think that the chances are that with a north-east wind there would be a nasty swell coming round at the corner of the breakwater.

1199. Taking all those things together, would you prefer the present pier, with the breakwater which you propose, to those other piers marked blue?—Decidedly.

1130. You think that the best part of the harbour for the packet service?—Yes, certainly.

1131. Suppose the vessels that are used were largely increased in size, do you think the same conditions of advantage would continue without the present pier?—Yes; just the same.

1132. No matter what size the vessels were?—No matter what size they were.

1133. Do you think that that would be for all vessels, at all times, the point where the packet service should come?—Yes.

1134. Do you know, in the inside of the harbour, any place that you would recommend for a landing-place?—I do not know any place better than the present pier, with that breakwater carried out according to this plan.

1135. Then it is your decided opinion, as a naval officer, that the present pier, under all circumstances, is the proper place for the packets to arrive at?—I do.

1136. Have you anything further to state, or any further observation to make?—Nothing further, except in answer to questions the Committee may put to me.

1137. Mr. *Corry.*] If the present stone pier were widened in the direction of the harbour, and

and the Admiralty jetty removed, and the water deepened alongside of the pier, would there be any difficulty in getting the head of the packets round for the return voyage?—There would.

1138. Could not the old harbour be dredged to a sufficient depth to enable you to do that without inconvenience?—Not unless they went further up the harbour, and even then, with a southerly wind, you could not get her out without backing her stern foremost.

1139. How do they get the vessels out from the present jetty?—In southerly winds they generally back round the present jetty on the outside, and they very often start from that side.

1140. Could not a vessel do the same backing round from higher up the stone pier?—Yes; but you would have a long distance to back round, and with northerly winds it would be very dangerous to do so.

1141. In northerly winds, how do you get out now?—In northerly winds we generally swing there.

1142. Have you more room for swinging along the wooden jetty than there would be along the stone pier?—Yes, there is more room there.

1143. I see that the wooden pier and the stone pier form an obtuse angle; if you are coming in close to the wooden pier, and coming alongside the stone pier, you would be obliged to port your helm, would you not?—Yes.

1144. Would there be any difficulty in coming alongside the stone pier?—If it is blowing strong from the northward, you are very apt to miss the pier altogether, and then you have to run past, because of this angle; therefore, if you do not get your ropes ashore quickly, the vessel's bow goes off.

1145. You mean that you would miss the stone pier?—Yes, you might miss the stone pier.

1146. In coming into the harbour, by keeping close to the wooden pier, is it a straight course to the stone pier?—Yes; we are obliged to do that.

1147. What would oblige you to do it?—In the first place, you have to take such a sweep into the shallow water near the rocks, when you come into shallow water, the vessel will not steer, and the place is so narrow of itself, that it would be very dangerous of a dark night to run into.

1148. In a gale of wind from the northward you would still make your harbour by skirting close to the wooden pier?—Yes.

1149. You think that would be one objection?—It would be an objection.

1150. Colonel *Vandeleur.*] Can you bring forward any instance yourself of having suffered under considerable difficulty in getting into the harbour and coming alongside the pier?—Nothing further than being apt to be blown off again, and to detention, caused in getting alongside again.

1151. Have you ever known the ropes to be broken?—Yes, I have known them to be broken; but we generally try to get a second, or even a third, rope ashore, if we possibly can; but it is very difficult, sometimes, to get those heavy ropes on board.

1152. And considerable delay has occurred occasionally?—Yes.

1153. And is there any danger to the passengers?—Yes; when there is a very heavy sea on, of course there is a possibility of danger, because the stages that we have on the ships keep working backwards and forwards occasionally.

1154. With regard to swinging a ship in the narrow part of the harbour; what time do you arrive by the night-mail, which leaves Kingston at half-past seven?—About eleven o'clock.

1155. Does that same vessel return?—Yes.

1156. What time does she return?—She returns at half-past three, I think it is.

1157. On a dark night, in the upper part of the harbour, would there be considerable difficulty in swinging?—Yes, there would.

1158. With regard to that blue pier on the plan, which is designed by Mr. Hawkshaw; what is your opinion with regard to the way in which it is laid out?—I do not approve of it.

1159. Would it be in a safe direction for vessels to run to?—I do not think so; I have observed before that the vessels would always be in the way in going in and out.

1160. Would it be open to any prevalent wind?—It would be open to the north-east wind.

1161. Colonel *French.*] Have you any idea what the cost of dredging 15 feet in depth at the Camber would be?—No; I am not engineer enough for that.

1162. You would require 15 feet through rock?—Yes.

1163. I think your evidence goes to the point, that this breakwater which is proposed is absolutely necessary?—I do think so.

1164. And that no other place would so efficiently or so effectually secure the advantages which are required for the point of embarkation for Ireland?—None.

1165. There was a statement made by Mr. Hawkshaw, that in his opinion, in the course of the next 10 years, there will be a great increase in the size and in the rate of speed of the vessels likely to carry on intercourse between Ireland and England at Holyhead; is that your opinion?—No, it is not my opinion.

1166. If vessels were to be constructed with this great increase of speed, such as is contemplated by Mr. Hawkshaw, would it, in your opinion, be dangerous to the navigation of the channel?—Not more so with them than with the present ones.

1167. If you went, for instance, at a very greatly increased rate of speed, it will take you a very considerable length of time now to pull up; in what distance do you think that you could then pull up your ship, under such circumstances; if there were vessels in your way, and you wanted to slacken speed, what time would it take?—About a minute, or two minutes, I suppose.

1168. Mr. *Milner Gibson.*] With the incoming packet, which side of the pier would it be the practice to go?—If there was a breakwater there, the north side would be the best.

1169. I will assume a breakwater; which side of the pier would it be the practice to go?—On the north side.

1170. Why would you go on the north side?—Because with a northerly wind, of course there is more sea, and the ship would fall down upon the pier.

1171. Would you go on the north side with a southerly wind?—Very likely there might be a rule made to do so, but it would be smooth water.

1172. You say that you like to go on the weather side of the pier, in order that the vessel may fall down upon it when she comes alongside?—Yes.

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1173. Then with a southerly gale you would go on the south side of the pier, would you not?—Yes, if that side was clear.

1174. Then, whether there was a breakwater or not, you would go on the south side of the pier with a southerly wind, would you not?—Yes.

1175. Then you would have to swing your vessel inside the pier, would you not?—Yes.

1176. Then with a southerly gale, which is the most difficult to swing in, you would, nevertheless, come to the south pier, and it would be necessary to swing inside the harbour?—You could swing round to the north side; you could back round and come round to the north side after you landed the passengers.

1177. Therefore you would find room to do that?—Yes.

1178. But you would come round the end of the jetty?—Yes, you would come round the end of the jetty.

1179. You could not do that with a southerly wind unless there was a north pier?—Yes, with a southerly wind you could do so; it is only in the northerly winds that it would be dangerous to lie there at present.

1180. I understand that south and south-west are the prevailing winds; is that so?—Yes; a westerly wind is certainly the prevailing wind. There are very often very strong north-westers and north-easters, and northerly winds.

1181. Is there much delay in coming to the leeward of a sheltered pier?—Yes, certainly, in strong winds.

1182. I mean in hauling the vessel alongside?—Yes.

1183. Is there much delay in coming to the leeward of the pier with the incoming packet?—Yes, in strong winds.

1184. Supposing there to be a screen or something to prevent the wind acting upon the packet, would that delay be obviated?—I do not think it would.

1185. Not by a thing which would prevent the wind from acting on the packet?—No, because of the sea.

1186. I am speaking of a sheltered pier, and coming to the leeward of the pier; then the ship would be sheltered, would she not, as far as the pier was concerned?—Yes, if the pier was solid, then she would be sheltered.

1187. If the pier was solid, then there would be no delay in coming to the leeward of the pier with the packet?—No, there certainly would not be so much delay as there is at present.

1188. It would not be necessary then always to seek the weather side of the pier, to avoid loss of time?—But then you have only one side to work upon in that case.

1189. I am speaking with regard to loss of time in coming alongside; I want to know whether, supposing the pier to be solidified, there would necessarily be any delay in coming alongside to the leeward?—There might be still some delay, but not so much as at present.

1190. Supposing there was a screen to prevent the wind from acting on the vessel, and the lower part of the pier was so arranged that the sea could not pass through it, would there be any difficulty in coming alongside to the leeward then?—There would be difficulty still, because you would always find a sea coming round the end of the pier that might take the vessel still off the pier.

1191. If the sea came round the end of the pier so much as that, would not there be a good deal of sea on the weather side?—Yes, of course there would be on the weather side; you could not lie on the weather side.

1192. Is it a matter of necessity, in order to avoid loss of time, that you should always come alongside the weather side of the pier?—It would be the most certain way.

1193. Still it would very much lessen the delay if the pier were solid, and if there was a screen on the top, to prevent the wind acting on the vessel?—Yes.

1194. Lord *Naas.*] Will you describe exactly how you swing a vessel now?—With a strong southerly wind, we very often have to back round.

1195. And do you take up the passengers on the north side?—Sometimes they can back round on to the north side, and sometimes they go ahead again and back in stern foremost again into the same place, which causes a great deal of loss of time.

1196. Which is the usual course?—I think the usual course is to swing round the pier.

1197. And to start the vessel from the north side?—No, not the north side.

1198. Do you ever start from the north side?—Yes.

1199. You generally start from the north side of the pier, do you not?—No, we generally start from the south side.

1200. Which side of the pier do the packets usually start from?—From the south side.

1201. Which side does the incoming packet generally arrive at?—On the south side.

1202. Your packet generally starts, as a rule, from the same side on which she comes in?—Yes.

1203. And that mode of swinging which you have described, that is to say, swinging the vessel with a view to bringing her almost into the same place at which she arrives, is the usual course of things?—Yes.

1204. *Chairman.*] Have you never started from the north side?—Yes.

1205. Is it not merely depending upon the state of the weather which side you start from?—I have not had the command of one of those vessels for the last two years; therefore I have not seen so much of the working of them; but in the old vessels, that was our custom. I had the command of one or two of them for a short time.

1206. Had you the command of any of those large vessels?—Yes, for some time.

1207. Have you ever swung to the north side?—Yes, in moderate weather.

1208. But only in moderate weather?—Yes, only in moderate weather; it would not be safe to go on the north side in northerly winds.

1209. Lord *Naas.*] Suppose you were obliged to arrive at and start from the stone pier, would not the process of swinging in that case be pretty much the same as the process which you now generally adopt for turning the vessel?—Yes, much the same; but we have not room further down, at the end of the jetty.

1210. The process would be pretty nearly the same, would it not?—Yes.

1211. The only difference would be, would it not, that you would have to go a little further distance?—Yes.

1212. *Chairman.*] Would not there be a considerable

siderable difference in time?—There would be a considerable difference in the delay, of course.

1213. Mr. *Corry.*] Are the Committee to understand from your last answer to the Noble Lord, that there would be no more practical difficulty in swinging a vessel from the stone pier than from the wooden pier?—There would be more difficulty, because you would have a longer distance to come from the stone pier to the present jetty; you would have to back astern farther, and run farther up the harbour.

1214. Would it be requisite to back out at the present jetty before you could get the vessel round?—Yes.

1215. Why so?—There is not room to swing her up by the other pier.

1216. There is no practical difficulty; it is merely a question of delay, is it not?—Yes, it is a question of delay. There is also danger in a strong northerly gale, if the rope should break, of the vessel getting adrift.

1217. You stated that you thought it would be about 12 days in the year, or more, that you would find delays in coming alongside the present pier without a breakwater on the outside; did that observation refer to your own vessel or to all the vessels?—To my own vessel alone.

1218. About 12 times a year in the case of each vessel?—Yes; I should say that, if not more.

1219. Mr. *Milner Gibson.*] You mean to say that you could start from the north side 12 times in the year?—No; that there is a difficulty in getting alongside 12 times in the year.

1220. You mean to say that on only 12 days in the year you cannot start from the north side?—Twelve, or more.

1221. Can you tell how many times?—No; I never kept any account of them. Captain *J. Williams.* 23 June 1863.

1222. Is it 20 days in the year?—I cannot say.

1223. You mean to say that you generally start from the same side of the pier which you come in upon?—Yes.

1224. You do not use the end of the pier, as a general rule, as a convenience for swinging round?—We very often use it for swinging round, but then we back into the same berth again.

1225. Mr. *Stansfeld.*] You start from the side on which you arrive; in what way do you swing the vessel round?—Sometimes we swing round by ropes; at other times we swing round the jetty, and go ahead and back into the south side again.

1226. Then, you either swing round the jetty and back in again, or you swing round the inside of the mouth of the harbour?—Yes.

1227. Lord *Richard Grosvenor.*] You stated that this occasioned a great deal of delay; what time would it take to swing a vessel round?—It would depend upon the state of the weather.

1228. How long would it take in ordinary weather?—In ordinary weather I should say it would take 20 minutes.

1229. And the ship has at least two hours to lie there?—Yes; but then there is the time required for coaling, and things of that kind.

1230. But she has two hours to lie there, more or less?—Yes.

1231. Are you speaking now of the old service or of the present service?—I am speaking of the old service and the present service both.

Commander WILLIAM HENRY PAYNE, R.N., called in; and Examined.

1232. *Chairman.*] I BELIEVE you command one of the steamers that now run between Dublin and Holyhead?—I do.

1233. Have you commanded her for some time?—About 15 months in command; but I have been employed nearly three years on the station.

1234. Are you well acquainted with the harbour of Holyhead?—Yes.

1235. And with the landing-place there?—Yes.

1236. Do you consider the pier a safe and commodious landing-place for the packets?—It is certainly not commodious, and not safe in northerly and north-easterly winds.

1237. Will you state why it is not safe?—Because you are compelled to come to the leeward in northerly winds, and the ship is blown off by a strong wind, which prevents you hauling to; in using the engine to haul up to the jetty, you are very liable to carry away your ropes. In a dark night you cannot see whether you have got a heavy strain on them or not; and if there is a little more strain on one rope than another, that rope is likely to be carried away, and there would not be time to let go the anchor; the ship would drop to leeward, and she would be very likely to go on the rocks.

1238. Do you think that if the pier were solidified, that would entirely obviate the inconvenience which you now experience?—Not entirely.

1239. Would it partially?—Yes; it would obviate it partially, of course, but not entirely. Commander *W. H. Payne,* R.N.

1240. Would a screen placed on the top of it entirely obviate that inconvenience?—Not entirely; it would be an assistance, certainly.

1241. What do you think would be the best method of obviating it?—A solid breakwater to the northward of the present pier would, of course, shelter it, and make smooth water to windward.

1242. Where would you place that breakwater?—About two ships' lengths to the northward of the present pier.

1243. Do you know a small rock called the Inner Platters?—Yes.

1244. Is that the place you would run it out to?—I do not know whether the line would actually take over the Platters; but it would go very near it, in the direction of the Stag Rock.

1245. How far would you run that breakwater out?—Sufficient to overlap the present pile-jetty, so as to shut in Carmel Point.

1246. If Carmel Point were shut in, do you think that the sea would then not run high enough to injure the vessels on this jetty?—I think not.

1247. Do you know the point where the Admiralty jetty and the Camber are?—Yes.

1248. Do you think, if they were removed, and the channel deepened there for running your vessels in, that that would be a satisfactory berth?—There must still be considerable delay with a

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northerly wind, for you would still be set off from the pier; it would be safe, there would be no danger to the ship, but still there must be considerable delay when you have to haul to windward one of those large long ships.

1249. Is the water deep enough there for vessels to run alongside now?—No.

1250. When a vessel runs into shallow water, does not she lose steerage-way, and become unmanageable?—Yes.

1251. Would not that occur at that point?—Yes, certainly; she becomes unmanageable as soon as she comes into shallow water; you cannot keep sufficient way on to steer her.

1252. That is particularly applicable, is it not, to such long vessels as those?—Yes, quite so.

1253. Do you think that part of the harbour could be deepened?—It could be deepened, no doubt.

1254. What is the bottom?—There are detached rocks, I believe, but I cannot speak from experience.

1255. At the present time, are your vessels that lie in the Camber aground?—Yes, before low-water and after low-water.

1256. Are they affected so far as the Knuckle?—Yes; at low-water they would be aground there.

1257. Therefore the whole must be deepened, from the Knuckle as far as the vessel is intended to run?—Yes, certainly.

1258. Would you find any difficulty in getting away from that harbour?—In southerly winds there would be a difficulty.

1259. Would it be possible to swing a vessel inside there?—Yes, it would be possible.

1260. But in a southerly wind, how would it be?—In southerly winds it would take longer, as we should have to back round.

1261. How would you back round?—In our usual method, by taking a stout rope and making it fast to the pier, and then turning the engine; that drags the ship round.

1262. Would not that take a considerable length of time?—Yes, certainly.

1263. And be very inconvenient?—Yes.

1264. At this moment, how do you swing at the point of the existing wooden jetty?—As the ship lies alongside the wooden jetty, we back down to the end, and then take in a very strong rope, which is secured on the end of the jetty, and likewise secured to the stern of the ship; then we turn the engines, and that drags the ship bodily round the pier: that is our ordinary method of turning the ship.

1265. Do you in general take her to the north or the south side of the jetty?—To the north side in fine weather, always.

1266. When the water is running high, which side do you take her?—On the south side.

1267. In fact, you could not take her to the north side if the weather is rough?—No; we cannot take her to the northern side when there is any northerly swell.

1268. You would always take her to the northern side when it was possible, from the weather?—Yes, certainly; and we do it now.

1269. Are you prevented by the weather from doing it so very often?—Yes, very frequently.

1270. The whole thing is done, in a short time, by backing her to the northern side?—Yes, by backing round; that is the quickest way.

1271. Which is the side you generally start from?—We generally start from the north side.

1272. Are you speaking now entirely of the larger vessels?—Yes; I was not on the station when the smaller ones were used.

1273. Would not you back the vessel on to the northern side if the weather would permit?—Yes, certainly, for convenience and quickness, and for saving of time; it does not take so long a time to swing round the pier as it does to swing inside.

1274. What is the time that it takes to swing round?—That depends entirely upon the strength of the wind.

1275. What is the longest time that you have taken for that purpose?—I have been an hour and a half getting round, in the night, in winter-time.

1276. You could not go to the north?—No.

1277. And you have only two hours remaining to start?—It is about three hours from the time of arrival to the time of starting.

1278. And you say it has taken you an hour and a half to put the vessel about?—Yes, in bad weather.

1279. Do not you think that that time would be rather increased by having to run your vessel from the inner harbour to take her alongside the Admiralty jetty?—Yes; to bring her round, from the inner harbour to the pier, would of course increase the time.

1280. Have you ever seen danger occur, or likely to occur, in coming alongside the present pier?—Yes.

1281. Has your ship been in danger?—Yes; she has been in danger.

1282. How many times, do you think, in the year have you been delayed, in landing passengers, by the northerly winds?—Constantly; every northerly wind must delay us.

1283. There is a certain delay in every northerly wind?—There must be a certain delay in every northerly wind.

1284. What is the longest time that you have been delayed?—I think the longest time I was ever getting alongside was about 40 minutes, and that was in a heavy gale of wind.

1285. The northerly wind is not the prevalent wind, is it, at Holyhead?—No, it is not.

1286. How often do you think that the northerly wind may impede you?—It is difficult to say.

1287. You could not say how many times it happens; but whenever a northerly wind blows it causes a delay?—Yes; whenever a northerly wind blows it must cause a delay, because it blows a ship from the pier. Some years the northerly winds prevail much more than in others.

1288. Do you think that those delays would occur if the breakwater were there?—Certainly not; there would not be so much delay, because we should go to windward and drop on to the pier, and that would be an immense saving of time.

1289. In fact, it would be a great saving of time whichever side you went to?—Yes; we should go the south side in a southerly wind, and the north side in a northerly wind.

1290. You would have increased facility in getting away also, would you not?—Yes; after we had landed our mails and passengers, we should swing round to the lee side to start from.

1291. Do

1291. Do you think that the completion of that breakwater would make the harbour safe and commodious for landing?—I think so.

1292. Do you think that taking away the Admiralty jetty, and making a landing-place along there, would be a sufficient substitution for the other plan?—It would certainly not be so good as the other.

1293. Would there be any difficulty in getting in there at night from the confusion of the lights in the town and so on?—It is very bad coming alongside the jetty on a dark night; owing to the dark mass of wood, it is impossible to judge whether the ship is her own breadth from it, or whether she is twice her breadth from it; and in running in on a dark night, it is impossible to judge the distance so exactly as to get our ropes on shore quickly; and, of course, we are liable to delay in the bad weather that I am speaking of.

1294. Therefore you consider it by no means as desirable as having a breakwater at the other end?—Certainly not.

1295. Are you aware that the London and North Western Company are moving their stores and landing place from that jetty to the end of the harbour?—Yes.

1296. And that they are going to deepen the channel for their vessels to run up there?—I hear so.

1297. Would not that be inconvenient to your vessels coming out and in; will not there be a danger of collision in case the traffic there was increased?—If the traffic increased considerably it would be so, but with the present traffic I do not consider there is any danger of collision.

1298. Would there not be an inconvenience if they both go off at the same time of the tide?—I do not consider that there would be any inconvenience in that.

1299. Low water comes down very nearly to the stores, does it not?—It is deepened close in to the stores now, to enable the London and North Western boats to lie there, but not sufficient to lay one of our vessels afloat.

1300. The tide comes down very nearly to that point, does it not?—Very nearly, at spring tides.

1301. Down to the new pier, marked blue?—Yes.

1302. Do you think that that would be a more satisfactory landing-place, if it were completed?—I think not; because I think that the anchorage could never be kept clear from the shipping, so as to allow us to run in on a dark night.

1303. Do you think that the harbour-master cannot keep the passage clear from ships anchoring there?—I think it is not possible; ships coming in, in a gale of wind, immediately let go their anchor when they get in under shelter of the breakwater.

1304. Do you see that place marked with pencil on the plan?—Yes.

1305. Do the vessels only anchor there?—They anchor much closer up to the pier very often.

1306. That is the place where they should anchor, is it not?—I believe it is said that they could be anchored so as to keep clear of the passage for us; but I do not consider that it is possible, because, when ships come in, in a gale of wind, and drop their anchor, you could not move them in a dark night.

1307. Supposing that a passage from the point of the outer breakwater could be kept open, do you think that the pier itself is perfectly safe?—I think that there must be a heavy swell with north-easterly winds.

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1308. Do you prefer the present position as the better one?—Certainly, I do.

1309. Do you think that in case of any change in naval architecture and larger ships being built, you would prefer the present situation for landing, or the one that is marked blue on the plan?—The present one; the larger the ship the more difficult it is coming in to the other pier.

1310. Is there inside the harbour any place which you would like to suggest as a better place for landing than the present one?—No.

1311. Therefore you consider that in all the harbour of Holyhead the present pier is the best place, and will be the best place for landing passengers from Ireland, and for embarkation?—I consider that it is the most commodious for us as a packet pier.

1312. Or for any packets that you anticipate being used?—Yes, for any packet that is likely to be used for the Irish service.

1313. You consider that building that breakwater is the best plan for giving a safe landing?—I think so, for sheltering the packets.

1314. Mr. *Corry*.] You have stated, have you not, that although there is danger in coming alongside the wooden pier in strong northerly gales, if the water was deepened alongside the stone pier, so as to admit of vessels running up to the stone pier, there would be no danger to the ships coming alongside the stone pier?—I do not think that there would be actual danger, but there would still be delay.

1315. Taking the arrangement as at present existing, you come alongside the wooden pier without any shelter from the northward; supposing that shelter were to be made to the northward, would you prefer coming alongside the wooden pier as at present, which you say is attended with danger to the ship, or, if the channel were deepened, coming alongside the stone pier, if it were possible, which you say would not be attended with danger?—I would prefer the wooden pier on a dark night. I think that it is very bad running up beyond that angle in a dark night; that is the difficulty. If it was a straight pier there would be no difficulty; but you have to turn the ship round the angle where the stone joins the wooden pier, and that is the difficulty in those long ships, because they lose their steerage way.

1316. Even if the northern breakwater were not constructed, you would still prefer coming alongside the present wooden jetty to having the work done which is contemplated, to enable you to come alongside the stone pier further up?—Yes, except in very bad weather. If it is very bad it is an actual necessity to go up to the jetty, if you possibly can, for shelter; but that must entail great delay.

1317. Colonel *French*.] From your experience and consideration of this subject, are you of opinion that the construction of this breakwater is the most efficient and the most economical way of providing against all these disadvantages which are at present felt?—It would be the most efficient and the most safe, certainly; I cannot speak as to whether it would be the most economical or not.

1318. For the convenience of landing the passengers and mails, and for saving time, you think

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think that it would be the most economical and the most efficient plan?—Yes.

1319. Have you considered this subject of deepening alongside the Admiralty jetty where there are some detached rocks?—I had not heard of that proposition before this Committee sat.

1320. Is there a large deposit of mud there?—In places, I believe that the mud is very deep, but I have not a great knowledge of the harbour, and I do not profess to give an opinion as to the rocks.

1321. You could not state whether there is 20 feet deep of mud?—I could not.

1322. Do you agree with the last witness that it would be necessary to deepen that part by cutting away the rock for about 15 feet?—It would be necessary to deepen it, and of course, if rocks are in the way, they must be destroyed.

1323. What breadth would you require that channel to be deepened, which is to be 15 feet deep for the convenience of packets lying alongside, and for facility of egress?—The whole of the harbour to the length of the ship ought to be deepened, or it would be impossible to swing her round.

1324. What breadth would that cutting be?—It would be 350 feet; it would be necessary to deepen the harbour sufficiently if we are to swing inside.

1325. You state that it would be 350 feet in breadth, and 15 feet in depth; have you any idea what length the cutting should be?—No; I do not know how far they propose to go up.

1326. How far do you think that it would be necessary to go up?—I do not know how many feet the London and North Western Company's buildings extend, but I should say from the present Admiralty jetty, it should be deepened at least one length and a half or two lengths, and that would be 700 feet.

1327. *Chairman.*] Then you would have to deepen the whole of the harbour?—Yes.

1328. That is about 400 feet in breadth; would not that be a very expensive affair?—I should think so.

1329. Mr. *Milner Gibson.*] You state, do you not, that it took you an hour and a half on one occasion to get the in-coming packet round, so that she could lie with her head outward?—Yes.

1330. When was that?—I do not remember the date; but it was last winter.

1331. Was that on one occasion only?—I have been frequently more than an hour.

1332. You have three hours to spare from the arrival of the in-coming packet till it is time to start, have you not?—Yes, provided we arrive at our time.

1333. Even in that one case, when you were an hour and a half doing it, you had still an hour and a half to spare?—No; because we were detained on our passage by the gale that was blowing.

1334. What is the average time that it takes you to get the vessels out, swinging inside as you do now?—I should say that the average time is from about half an hour to three-quarters of an hour; say, half an hour in moderate weather.

1335. Cannot you do it sometimes in less than that?—No, not swinging inside.

1336. Then you have got two and a half hours to spare?—Yes, we have two and a half hours to spare, provided we arrived at our time.

1337. Supposing there was a breakwater, and you came to the windward of the present pier with a northerly gale, how long would it take you then to get your vessel's head out?—A very little time; we should swing round the pier in the ordinary way, and that takes about a quarter of an hour, I suppose.

1338. If you were to the windward of the present jetty, with your head in, could you swing there quicker with a northerly gale than you could swing with a southerly gale inside?—Yes, certainly, if you can take a stern-rope in from the end of the pier there is no difficulty in swinging round, provided that there is not sufficient sea to force the ship against the pier.

1339. You state that in a dark night when you approach the jetty, you cannot tell how far you are from it?—It is very difficult.

1340. Would you be able to judge better if you had a breakwater to the northward of you?—No; but we would not require to come close in; you could keep your ship well off, and the wind would drop you alongside immediately. That is where the gain of time is; whereas if you come to leeward, you cannot judge your distance exactly. With a northerly wind you cannot get your rope ashore, and all that time the ship is driving away to the leeward.

1341. With regard to this extension berth, do you think that it is difficult for a competent seaman to bring a ship alongside the extension berth?—I think that in the night it is not safe; I have no objection to doing it in the day.

1342. But captains can be found who are competent to bring their ships alongside the extension berth; so far as that berth is concerned, it is safe for the ship when she is there, and it is convenient for the passengers to land, is it not?—Yes, if the ship was once there alongside the extension pier, it is convenient for the passengers; the difficulty is to get her in.

1343. Do you doubt whether a seaman can be found who is competent to bring a ship alongside that extension berth?—I do not doubt it.

1344. You say that you would not do it?—I should not like to do it, for the safety of the ship, on a dark night. I do not like it for fear of doing damage to the pier and damage to the ship; one turn of the engine of those ships would do a thousand pounds' worth of damage.

1345. If the reserve packet was out of the way would it do so then?—Yes, it would carry away the woodwork of the pier.

1346. Supposing that the woodwork of the pier was out of the way, and that there was nothing but a straight stone jetty for the vessel to come alongside, what would be the damage?—We should damage the ship against the stones.

1347. You mean, that by probable mismanagement, you might run into the pier?—It is very possible on a dark night.

1348. You might do that in the day-time, might you not?—No, I think not; it would be very bad management to do it in the day, but of course it is very possible in a dark night; it is impossible, at such times, to see the length of the ship.

1349. If you had the wind blowing upon it, do you think there would be less chance of seeing the pier?—Certainly not.

1350. In fact your doctrine is this; that it is unsafe for the captain to bring his ship to the leeward of the pier in a dark night?—I say that it is inconvenient, as to the loss of time.

1351. That it is unsafe, in fact, to come to the leeward

leeward of the pier in a dark night?—It is unsafe when you have rocks to leeward of you, though it is not unsafe with regard to the pier.

1352. Are there rocks to the leeward of you when you are at the extension berth?—No; there are not there.

1353. It is somewhere else that the rocks are, but not at the place where you say the danger is?—I do not say that there is danger to the ship there, but there is danger of doing a great deal of damage; there is no danger of losing the ship whatever there, of course, but you may do a great deal of damage, and cause great delay in landing the mails and the passengers.

1354. There is no danger, you think, in coming alongside the present wooden jetty—the eastern jetty; in a dark night you are not afraid of running into it?—I say that there is great danger, in strong northerly and north-easterly gales, of your ropes parting, and your ship drifting to the leeward.

1355. I am speaking of running into the pier; you think that you cannot come alongside the extension berth without danger of running into the pier, but you do not see any danger of running into the present eastern jetty?—There is not exactly the same danger; that is where the difficulty is; you cannot judge your distance with sufficient accuracy to see how far you are from the pier, and therefore, with your vessel to the leeward, you cannot get your ropes ashore, and thereby there is a great loss of time.

1356. Have you ever run into the pier?—Fortunately I have not.

1357. How many voyages have you made, do you suppose, in the night since you have commanded one of those vessels?—I cannot say how many at present; I have been for about 15 months running, but I cannot say how many I have run.

1358. You have run a great many voyages on dark nights?—Yes, a great many.

1359. I have always understood that the ships of the Dublin Steam-packet Company are remarkably well handled?—I hope they are.

1360. And you attribute to that the fact that you have not run into the pier on dark nights?—I attribute it to being careful.

1361. Do you not think that that good management will be continued; is there any reason to suppose that it will not continue as good as it ever has been, and that you will not be able to come alongside this pier without running into it?—I hope so.

1362. Do not you think that you could point your vessel to the extension berth so as to come alongside with your vessel in safety on a dark night?—I have never tried it, but I think that it is quite possible.

1363. Colonel *Lefroy.*] You have stated that coming to the advanced pier with certain winds is attended with a great deal of danger, and that danger may be avoided in future, as it has hitherto been, by the skill of the commanders; do not you think that it is most important for the public that that danger should be, by any future accommodation, guarded against as much as possible?—Yes, certainly.

1364. Do you think that the breakwater which has been recommended would enable captains to avoid the risk which you have mentioned arising from the winds?—Yes; I think it would.

1365. A former witness has stated that if the expenses of the blue pier and the breakwater were the same, he would prefer the blue pier, in consequence of the probability of the number of vessels increasing hereafter, and that if they increased there would be more accommodation with the blue pier than with the breakwater and the present pier; do you contemplate any increase of vessels for which the breakwater and the present pier would not provide a sufficient accommodation?—No; I do not contemplate it, certainly not.

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1366. Would you rather have the present pier and the breakwater than the blue piers, under any circumstances?—Yes; I should prefer the present pier and the breakwater.

1367. Would you think it a necessary part of the improvement, that the breakwater should be made a pier, or would you be satisfied to have it made a mere breakwater, and the present pier solidified?—I would be satisfied, so far as the shelter of the ship was concerned, if it was a rough breakwater, but it would be more convenient, of course, to have it a finished pier, because it might be made use of for landing.

1368. Do you think for the accommodation and safety of vessels, if the present pier was solidified and a breakwater made, everything would be accomplished that could be desired?—I think so.

1369. Would the present pier, if solidified, be secure, and held a sufficient screen to protect the public on landing?—There must still be, in northerly winds, a delay in getting alongside.

1370. I say if the breakwater be made and the present pier solidified, would the present pier afford a good position for a screen to protect the public on landing?—Yes, certainly.

1371. And be sufficiently secure?—Yes, certainly.

1372. *Chairman.*] What do you mean by secure?—The pier would be rendered safer to come alongside by having a screen to the windward.

1373. Do you think a screen could be put upon the pier now, with a roof, or are you unable to form any opinion of that kind?—No; I cannot form an opinion upon that; it is an engineer's question, I think.

1374. The present pier is not solidified now?—No.

1375. Have they been doing anything to it?—They have been putting down more piles.

1376. But it is not solidified?—No; the swell washes right through it.

1377. The captains of the different ships are perfectly competent men, are they not?—I think so.

1378. It requires considerable skill in steam navigation to bring ships alongside even now, does it not?—It requires a good eye and good management.

1379. Do not you think that any competent person, that is to say, any person acquainted with naval matters, would clearly understand the difficulties of coming to the inner pier?—I should think so.

1380. Lord *John Browne.*] Supposing the Admiralty jetty to be removed, and the Camber to be filled up, so as to make a straight line along the face of the pier, how long do you think it would take to swing a vessel inside lying in that berth?—It would depend entirely upon the strength of the wind and the state of the weather.

1381. In a strong southerly wind, or in a

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strong northerly wind, how long would it take in each case?—In a strong southerly wind we should swing, as we at present do, right round the pier; that would be the quickest way.

1382. How long would it take?—In my former answer I stated that it would be a quarter of an hour when you are down at the end of the jetty; therefore, there is merely a little additional time in backing; but there is a certain amount of risk and trouble in backing in a strong southerly wind, because you are forced against the pier all the time, but you would not damage the ship; the pier would be more likely to suffer than the ship.

1383. How long would it take you, with a northerly wind, in swinging from that berth?—That depends upon the strength of the wind. As I said before, I have been as much as an hour and a half or an hour and 40 minutes.

1384. It would take about the same time as it takes in your present berth?—Yes, just about the same time.

1385. Mr. *Milner Gibson.*] Comparing Kingstown with Holyhead, does it take you longer to establish a communication by gangway between the ship and the shore on an average at Holyhead, than it does at Kingstown?—It takes a great deal longer at Holyhead; there is never any difficulty at Kingstown.

1386. About what is the difference of time in establishing communication by gangways, so that the mails and passengers can be landed; how much longer, on the average, does it take at Holyhead than it does at Kingstown?—I cannot say, but the returns will very quickly show that; if there were a return of the year 1863, you would see a very great saving of time at Kingstown, because I have never seen any difficulty in getting alongside at Kingstown.

1387. The returns that have been laid before the House do not show what you have stated?—I am not aware that they do; but any one will inform you that it takes a considerably longer time at Holyhead than it does at Kingstown, from the nature of the harbour; there is never any sea in Kingstown to prevent our going alongside; the sheltered pier being to the windward of the jetty, you can get alongside in any weather.

1388. Lord *Naas.*] How long does it take generally to swing in Kingstown Harbour?—About the same time as at the pier at Holyhead; in moderately fine weather, about a quarter of an hour.

1389. Has the weather much effect upon the amount of time it takes to swing in Kingstown Harbour?—Not more than three or four minutes in any weather.

1390. Is it not the case that in Kingstown Harbour you can generally swing within the same time, whereas at Holyhead, the difference of time taken to swing is very great?—Yes; the difference is very great indeed.

1391. Mr. *Milner Gibson.*] Has any accident ever occurred in Kingstown Harbour, in bringing the ships alongside there?—None that I am aware of. I have never had any accident.

1392. You do not know whether there ever was one or not?—I do not.

1393. Has there ever been an accident at Holyhead?—Yes, one of the ships in swinging took the ground, and the mails and passengers were kept on the pier for three hours waiting; that was in swinging inside.

1394. Has there ever been an accident in coming alongside at night, or anything of that kind at Holyhead?—No; I am not aware of any greater accident than knocking away the piles of the pier; that has been done, I believe; but I cannot say when or by whom.

1395. Colonel *French.*] On the 9th of January, I find from a Return before the House in 1862, that the average time employed in establishing a communication by gangway, between the ship and shore, and landing the mails at Kingstown, was 6 minutes 37 seconds, while at Holyhead it was only 3 minutes 45 seconds; and so it goes. On another occasion at Kingstown, it was 7 minutes 47 seconds, while at Holyhead it was but 5 minutes 33 seconds; and on the 8th of March 1850, it was 5 minutes 52 seconds at Kingstown, and at Holyhead it was 8 minutes 33 seconds; can you account for those figures?—The average is considerably longer at Holyhead, I think, if you take the whole of the Returns. I see in one case there are 5 minutes at Kingstown, and 8 minutes at Holyhead; 4 minutes at Kingstown, and 6 minutes at Holyhead, and so on. I am sure from my experience it is longer.

1396. Colonel *Vandeleur.*] There is a reserve vessel kept at Holyhead, is there not?—There is.

1397. Where does she lie?—She lies in the Camber.

1398. Afloat, or aground?—She is aground from about an hour and a half before and after low water.

1399. Do you consider it essential that she should be always afloat?—She ought to be.

1400. It is proposed, I believe, that she should lie at the extension berth if the harbour was deepened; do you approve of that plan?—She could not lie there if we are to come in there, because she would be in our way.

1401. With your vessel running in in the night, do you consider that it would be dangerous for the spare vessel to lie at the extension pier?—Yes, certainly.

1402. In the proposed plan for deepening the harbour, would there be any other place for her?—She could lie further up the harbour, provided it was deepened.

1403. Without inconvenience to your vessels coming in?—That depends on how far she could lie up, and how far it was deepened up.

1404. Lord *Richard Grosvenor.*] The day boat and the night boat respectively lie the 12 hours at their off at Kingstown, do they not?—Yes.

1405. But when they come into Holyhead, they must swing immediately, to get ready for the return journey?—Yes.

1406. They have got the whole day or night respectively to swing in at Kingstown if they wish?—Yes; but immediately our other packet goes away, we always swing round, and are ready to start.

1407. In Holyhead you must swing immediately?—Yes, the sooner the better, to save our time, because we have to coal.

1408. How long does the coaling take?—About an hour and a half.

1409. If you are an hour and a half swinging, and an hour and a half coaling, then your time is up?—Yes, certainly; and the coal is coming in just as there are passengers coming in, which is very inconvenient.

1410. In Kingstown, you have 12 hours to do that in?—Yes; in Kingstown we have plenty of spare time.

CHARLES EDWARD STEWART, ESQ., called in; and Examined.

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1411. *Chairman.*] YOU are secretary to the London and North-Western Railway Company?—I am.

1412. Were you a party to making the contract between the London and North-Western Company and the Government for the carriage of the mails to Dublin?—Since the year 1854, with the exception of one interview with Sir James Graham, I was a party to every interview and communication that has taken place.

1413. Was that contract made jointly by you and the Dublin Steam Packet Company, or solely by yourself?—It was executed as a contract jointly between the railway companies and the City of Dublin Company.

1414. Will you state the nature of that contract?—Perhaps the Committee will allow me to state the origin of the Bill which led to that contract. It arose from a suggestion made by Sir James Graham. At that time there was an existing contract between the City of Dublin Steam Packet Company and the Government, which was unsatisfactory. Sir James Graham stated that the Government could not propose to the City of Dublin Steam Packet Company the abandonment of their contract, but that if the London and North-Western Railway Company would undertake the negotiation, it would be satisfactory to the Government. I may state that his views were to this effect; the conditions were these:—"Present mail contract to be given up. Railway to be extended to the New Harbour. Floating-stage to be provided by Admiralty, to allow steamers to come alongside in deep water. Large steamers to be provided, capable of conveying full number of passengers conveniently; speed not particularly dwelt upon. New contract to be on a liberal footing, to meet the additional service and accommodation, and the increased outlay, for getting to the New Harbour. Arrangements to be considered on a national footing, affording full accommodation; in fact, making Kingstown the terminus of the railway. His own opinion, but had not consulted his colleagues" at that time. This was in September 1854. Shortly afterwards we were desired to attend at the Admiralty, when an official interview took place, and Sir James Graham confirmed the views (no doubt after consulting his colleagues) which he had expressed to Mr. Glyn at that first interview. Notices were given for a Bill, authorising a contract between the City of Dublin Steam Packet Company, the London and North-Western Railway Company, and the Chester and Holyhead Railway Company on the one part, and the Postmaster General on the other. We were invited to send in the terms on which we would be willing to perform that service, and I have them here.

1415. Are those the terms which afterwards formed the contract?—They are the basis of the contract; they were modified very much. I visited Dublin, more than once, and communicated with the Chamber of Commerce on the subject; and the times which would be satisfactory to the public were agreed upon with the Chamber of Commerce, which I will state presently. Our proposal was as follows: "Proposals for improving the communications, mail service, and passenger, between England and Ireland. That the Government shall provide suitable accommodation for the embarkation and landing of mails and passengers at Kingstown, and at the New Harbour at Holyhead, and for their transmission to and from Dublin; also improved access to the New Harbour at Holyhead, with the use of rails, and other conveniences, to be constructed on the Government property, in the manner recommended by Mr. Rendel and Mr. Stephenson" (at that time there were specific plans agreed upon), "and exempting the packets from harbour and light dues at Kingstown and Holyhead. That the London and North Western, Chester and Holyhead, and City of Dublin Companies shall unite in an application to Parliament for the purpose of raising the necessary capital for new boats, and for the performance of the service in the most efficient and satisfactory manner; each boat being provided with a post-office, and all needful convenience for sorting letters on the voyage, provision being also made for the comfortable accommodation of passengers, upon a scale sufficient to meet the maximum or summer traffic. That the boats shall be capable of performing the passage from quay to quay in four hours" (the words 'on the average' were in the original; an exception was taken to that by the Chamber of Commerce in Dublin, and the words were struck out), "excluding extreme cases of accident, fogs, or heavy gales, when such speed would be impossible. That the owners of the steamboats shall be liable to a penalty of £. per hour for any excess of time beyond an average of four hours. That the owners of the steamboats shall engage to run two voyages each way per day, under penalties for non-performance of contracts. That upon the satisfactory completion of the arrangements for sea-service, and of the extension of the New Harbour at Holyhead, and of the needful conveniences at Holyhead, Kingstown, and Dublin, the London and North-Western and the Chester and Holyhead Railway Companies will be prepared to run their express trains in connexion with the steamboats, so as to perform the journey between London and Holyhead in seven hours, inclusive of stoppages (15 minutes being allowed for refreshments), enabling passengers to perform the journey between London and Dublin in 12 hours. Subject to satisfactory arrangements with the Post Office, these trains may be made available for the conveyance of mails between London and Dublin. The owners of the steamboats to receive, as payment for the performance by them of the specified sea-service, 70,000*l.* per annum as a maximum, subject to reduction from time to time, contingent upon the increase in the receipts from the first and second class passenger traffic carried between England and Ireland by the boats of the Chester and Holyhead and City of Dublin Companies, during the year preceding the commencement of the contract." The London and North-Western Company, on those conditions, were prepared to do the land-service free.

1416. Are the Committee to understand that that was the contract finally agreed upon between you and the Government?—No; this was the proposition of the Companies.

1417. We have had the contract put in in evidence already; will you state whether the Government have performed their side of the

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contract, or whether the companies have?—The Government have not, certainly.

1418. In what particulars?—I was anxious to have laid those facts before you, because it is rather material. Those proposals were forwarded to Sir James Graham; a communication then took place with the Post Office, and they stated that the hours proposed by the Railway Company, and which had been agreed to by the Chamber of Commerce in Dublin, would not meet the requirements of the Post Office, and that great changes were necessary to be made. I will now state the hours which were at that time proposed. I hold in my hand a copy of the Table which was arranged at that time, and it is as follows:—

TIME TABLE,

Arranged in concert with the Council of the Chamber of Commerce, Dublin, in November 1855.

English Mail from London.

	P.M.		A.M.
Leave London (Giving 11 hours.)	8.45	Arrive at Kingstown	7.45
		Less difference of time	0.25
		Irish Time	7.20
	A.M.		P.M.
Leave London (Giving 11 hours.)	8.30	Arrive at Kingstown	7.30
		Less difference of time	0.25
		Irish Time	7.5

English Mail from Dublin.

	A.M.		P.M.
Leave Kingstown (Giving 11 hours.)	8.0	Arrive in London	7.0
		Add difference of time	0.25
		Greenwich Time	7.25
	P.M.		A.M.
Leave Kingstown (Giving 11 hours 15 minutes.)	6.45	Arrive in London	6.0
		Add difference of time	0.25
		Greenwich Time	6.25

That last train would have suited the Post Office, but not the earlier trains; then a very long correspondence took place with the Post Office, turning mainly upon the question of penalties. The Post Office insisted that there should be no exception whatever, even in case of delay to save life; to which the Railway Company and the Steam Packet Company objected on principle, and stated that on no consideration whatever would they come under an obligation to pay penalties under such circumstances as those. We were invited to apply to the insurance offices; it was stated that that risk was capable of being estimated, and that all we had to do was to add to our contract what might be necessary to guarantee us against it; however, we declined it, and ultimately the contract as it now exists was agreed upon. The terms required by the Post Office were very unsuitable, as we believed, for the development of a large passenger traffic; the difference of half-an-hour made it very costly and also inconvenient to all passengers, who are now required to be hurried over the journey in a way which gives not sufficient time at the stations, unless we travel at a very high speed, which is costly and inconvenient. We stated to the Government that a contract, on the terms proposed by them, would not only be not remunerative, but would be highly the reverse, and we were reluctantly compelled to decline the contract on the terms proposed.

1419. What was the time finally agreed between London and Dublin?—Between London and Kingstown, 11 hours; the contract does not go beyond Kingstown. The Act passed in 1855, and in February 1856, the Treasury passed a Minute, of which I will read an extract; they state that the mail service was of paramount importance, but they say: "While, however, my Lords regard this as being the main object of the Act, and the one which the Government is officially called upon to take into its consideration, they by no means desire to leave out of view, in connexion therewith, the enormous social and political advantages which may be expected to be derived from such an improved communication between the two countries as the progress of art and science entitle the public to look for. Nor can my Lords leave out of view the great advantage and convenience which such an improved service would confer upon Irish Members of Parliament, whose public duties necessarily lead to their frequent passage between the two countries, and who are entitled to expect every fair facility for that purpose. It is now nearly three months since the Act referred to was passed into a law, and as yet no application whatever has been made to the Government with a view to give effect to its provisions." I quote this to show the Committee that the Government were the parties who were inviting the Railway Company to perform this service.

1420. What was the time in which that service from Kingstown to London, and back again, was to be performed?—It is not mentioned in that document.

1421. What were the number of hours?—Eleven hours.

1422. Is it performed in that time now?—Very nearly, I think.

1423. Are there not frequent delays?—The returns are furnished. I think we manage to keep the time very well.

1424. To what do you attribute those delays; is it to the non-performance of the contract by the Government?—Yes, to the failure on the part of the Government to give us the conveniences which they engage to do under the contract.

1425. You are bound under penalties, divided between you and the steamboat company, as to time, are you not, which you have arranged among yourselves?—Yes; that is to say, assuming the Government to have fulfilled their part of the contract, we are certainly subject to penalties; but there is a provision in the contract that those penalties are not to be imposed till the Government give us what we say we are entitled to, namely, the piers which were the subject of discussion, and which were agreed to prior to the execution of the contract. I may state, shortly, that the proposal of the Companies was that the service should be performed in 12 hours from London to Dublin; there was then a proposal on the part of the Government that it should be done in 10½ hours from London to Dublin; and ultimately, it was arranged that it should

should be done in 11 hours to Kingstown, not to Dublin, we having no control over the short branch from Kingstown to Dublin. I will state what took place in communication with the Engineer on the part of the Government. In 1856, a meeting took place at Holyhead, at which there were, as representatives from the Government, Commander Skinner and Mr. Rendel. I myself represented the London and North Western Company, Mr. Binger and Mr. Lee the Chester and Holyhead Company, and Mr. Watson the City of Dublin Steam Packet Company. Captain Hirste attended on behalf of the Chester and Holyhead Company, and Captain Symes, Captain Kean, and Captain Williams for the City of Dublin Company; all the interests were represented. A discussion then took place; a suggestion was made that there should be two sets of piers, as seems to be contemplated now, one for the Irish packets, and the other for larger vessels. The London and North Western Company at that time took exception, and stated that it was absolutely necessary that the whole accommodation should be concentrated at some one point, and that that point should be in deep water. "Mr. Stewart stated that, for the simplification of the Railway Company's arrangements, one pier alone must be contemplated, and this pier must be capable of accommodating all classes of packets." That was the basis upon which we then proceeded; that was assented to by the Government, and Mr. Rendel proposed the piers as shown upon the plan attached to the Civil Service Estimates of 1859, and also those of 1856.

1426. Mr. *Laird.*] Will you refer to Clause 11 of your contract: "That no deduction shall be made under the last-mentioned clause from the sums payable under this contract until Her Majesty, Her heirs or successors, shall have caused the necessary piers, rails, and appliances which are to be provided by Her said Majesty's Government at Holyhead and Kingstown respectively to be completed, with free and uninterrupted access for the trains and packets to be provided under this contract." What piers do you consider were referred to in that clause of the agreement?—The piers which were agreed to after consultation with Mr. Hawkshaw.

1427. Are those marked blue upon that large plan?—Yes; and they are also shown upon the plan attached to the Civil Service Estimates of March 1859.

1428. And was the money proposed to be taken for completing those piers marked blue in that estimate?—Yes; and those piers marked blue on that map, and shown on the plan attached to the Civil Service Estimates of 1859, are those agreed upon between the Government and the contractors.

1429. When you were negotiating for this contract, were those the plans that were put before you as the ones which the Government were going to carry out?—Yes; those plans were finally agreed upon, in substitution of those previously agreed upon between us and Mr. Rendel.

1430. Which you consider were referred to in this Clause 11, as to penalties?—Yes, there is no question of that; they are referred to in these terms: "The estimated cost of the eastern breakwater, packet piers, and postal accommodation, as approved by the Admiralty, sanctioned by the Treasury, and explained in the reports of Mr. Hawkshaw, dated the 30th of September 1857 and 2d of February 1858 respectively."

1431. Those are the plans which you understood were to be carried out when you made the contract?—Certainly.

1432. With regard to that jetty marked red, how was it explained to you when you were negotiating for this contract?—That it was to be a "temporary" jetty. As the permanent piers would take a considerable time in construction, this wooden structure was to be thrown out; and it is marked in the plan, so laid before Parliament, as a "temporary" pier.

1433. It was considered, during those negotiations, merely to be a temporary accommodation, pending the construction of those larger piers, marked blue upon the plan?—Yes, clearly; and those plans of the piers went so far that I have now in my hand the contract drawings of those piers, and the contracts were actually let for their construction.

1434. You were informed, were you not, that they were at that time let?—No; they were let shortly after the execution of the contract, but they were the identical piers agreed upon by the Government. The contract is then executed, and those piers are actually let; and here is the contract drawing (*producing the same*).

1435. *Chairman.*] Were those agreed upon and actually let?—Yes; those are the piers finally agreed upon and actually let.

1436. Lord *Naas.*] The contract was actually let for them?—Yes.

1437. Who was the contractor?—Mr. Rigby, I believe.

1438. Was the Government obliged to pay anything for avoiding the continuance of the contract?—I do not know.

1439. Mr. *Herbert.*] May the Committee understand that all the negotiations in which the Company was concerned proceeded upon the assumption that that pier was to be provided?—Clearly; that particular pier.

1440. You are now in this position, are you not, of having been engaged in a negotiation with the Government, having performed all your part of the contract, and the Government not having taken any steps to perform theirs?—Yes; that is so.

1441. Mr. *Laird.*] Except this, that they made a contract, and have since rescinded the contract for those piers?—Yes.

1442. *Chairman.*] You have nothing to do with what they did, but they have not performed the contract with the contractors?—No; and that is a very serious loss to us. We entered into this contract having this in view: knowing that the mere working of the contract would result in a very heavy annual loss, as it has done to us, we expected to be recouped by the collateral advantages which would be afforded by the construction of those piers.

1443. The breach of the contract by the Government has actually entailed a loss upon the Company?—Yes, a very heavy annual loss.

1444. And the Government have no power to inflict fines upon you until they fulfil their part of the contract?—So we hold.

1445. Therefore, the public must suffer from the non-performance of the contract by the Government?—Yes, so far as those powers of imposing penalties are valuable; personally, I do not think they are of much value; the Post Office attach importance to them.

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1446. As far as they are a means of making the Company perform their contract, they are perfectly useless?—That is so; that clause is in abeyance.

1447. Lord *Naas.*] What was the contract price of those piers?—I do not know; I merely know the fact that the contract was let, and that the estimate is 425,000 *l.*. The temporary pier was estimated at 16,000 *l.* in the first instance, and afterwards at 20,000 *l.*

1448. Mr. *Laird.*] It was always looked upon as a mere temporary accommodation, was it not, when you made that contract?—Yes, certainly.

1449. It appears in Clause 16 that the Government are interested in the increase of traffic, because they are to divide with the Company one-half of the passenger receipts after they amount to 35,000 *l.* a year?—Yes, that is so.

1450. Then, it is the interest of the Government, and the country generally, to provide the best accommodation, so as to increase the passenger traffic of Holyhead as much as possible?—Yes.

1451. There were some questions asked the other day about the harbour-rates; it would be an equivalent, I suppose, to any harbour-rates that they might receive, if they received this increase?—I do not know about that.

1452. *Chairman.*] Do you think that the Company would have entered into this agreement if they had not trusted to the performance of the contract by the Government in making those works?—Certainly not. It was an element in the consideration of the question when this contract was under discussion; and I have no hesitation in saying that the Railway Company would not have entered into the contract on the terms that they did, if they had not felt assured that the works which the Government had agreed to construct, after long and frequent communication with the contractors, would have been carried out.

1453. Do you think that those piers were alone considered with reference to the Irish service, or was some additional or ulterior service looked to at that time?—It is distinctly with regard to the Irish service, and to packets drawing deeper water; for instance, the late Captain Harrison, of the "Great Eastern," was a party to one of the discussions.

1454. Are the Companies willing to enter into negotiations with the Government for new accommodation, equivalent to that which has not been afforded?—The Companies have intimated to the Government, in answer to a suggestion from the Treasury, that they are prepared to assent to such modification of the contract as the Government may desire; by which the Government will be relieved, if they so desire, from the construction of those costly works, and by which a separate system of penalties, applicable to the land and the sea service, should be at once made operative.

1455. On what basis is that negotiation founded; is it on receiving some equivalent convenience?—The offer of the Company, which has not been accepted (of course they being without prejudice), was, that the Government should give them the sum of 50,000 *l.*, which they would have laid out in the construction of works elsewhere. I have no hesitation in saying that that does not, by any means, represent the value that the Company attach to the works which are now proposed to be given up.

1456. Where do you mean by elsewhere?—In the upper part of the harbour.

1457. Do you mean the new harbour?—No; the old harbour.

1458. Has your attention been called to those works which has been mentioned to-day,—a breakwater to cover the head of the present pier?—Yes; I heard the evidence suggesting it.

1459. Would those works, if carried out to the proper extent, be satisfactory to the Company; do you think they would form the basis of negotiation?—No; I think the Railway Company would not regard them as satisfactory.

1460. Why not?—We should look upon it as a mere temporary expedient; there is not sufficient width, and it would be very much exposed. I refer to using a temporary pier, which is one suggestion, and throwing out a breakwater for its protection; or the other plan of converting what was talked of as a breakwater into a pier. That would cost, as I understand, 150,000*l.*, and I believe that that would be a very undesirable way of expending so large a sum of money. It would be useful only for a particular class of packets, instead of being available for general purposes.

1461. What would the Company consider a fair basis of negotiation, or where would you suggest the landing-pier to be placed?—If the Government desire to postpone, or abandon altogether, the expenditure upon the blue pier, then I think it would be more judicious to expend a sum of money in widening the present stone jetty, and deepening the harbour at that point. This plan would, I think, show that (*producing a plan*) removing the Admiralty Jetty to that point, and instead of spending money in excavating under the warehouse, which I believe to be rock, a permanent wall should be brought on the outside, giving about 100 or 110 feet of quay space. There is a solid wall here, which would give protection for vessels, and enable a railway station to be placed, almost as commodious as that contemplated upon the blue pier, where it was intended to have refreshment-rooms, waiting-rooms, and all the conveniences usual at a railway station.

1462. Would the Company prefer that modification of the pier to the other?—Yes, certainly; they would prefer this.

1463. Are you aware of the nature of the bottom there?—I believe there are some scattered rocks here, and some hard ground, but nothing to prevent what I have suggested being done.

1464. You state that the breakwater would cost 150,000 *l.*; have you any idea of what this plan would cost?—Fifteen thousand pounds or 20,000 *l.*; the whole thing might be done for 20,000 *l.*

1465. Would the captains of the ships object to this as being dangerous?—No, I think not; the evidence given here was all given in 1856, and the evidence of the captains of the London and North-Western (then the Chester and Holyhead) was in exact opposition to it.

1466. What was the tendency of the evidence in 1856?—That the blue pier was the better position.

1467. *Chairman.*] The London and North Western Railway Company are going to place at the end of the inner harbour, are they not, stores and a pier for landing?—Yes.

1468. Will they not have to deepen the harbour there?—Yes. 1469. If

1469. If the Government deepen this, would it not be a great saving to the London and North-Western Company?—No.

1470. Mr. *Laird.*] You stated that the opinions of the captains, given in 1856, was different from what it is now; to whom did you refer?—Captain Hirste, the then superintendent of the Chester and Holyhead.

1471. Were they the City of Dublin Steam Packet Company's captains?—No; the City of Dublin Steam Packet Company's captains are perfectly consistent; they gave the evidence in 1856 which they have repeated to-day.

1472. Since that they have had an opportunity of testing their opinions, by commanding those large vessels, and getting more experience as to what was really wanted?—Yes; but I think that the size of the vessel does not affect the question.

1473. Are you aware that if a large vessel or any vessel gets into very shallow water, she becomes unmanageable, and that she will not steer?—She does not steer so well.

1474. And that when there is a very narrow entrance, like that on the Plan, the consequence might be very serious in coming in there in a gale of wind, if she lost her steerage-way and drifted to leeward?—But the water is very deep in the channel, advocated by the Chester and Holyhead captains.

1475. With regard to the suggestion of deepening the channel at that part, is it deep water up to the head of the blue pier?—There would be a protection to boats coming into the shallow water by that great wall.

1476. *Chairman.*] Are they not at this moment in the Camber aground?—Yes; you would have to deepen that.

1477. For what depth?—Three or four feet; I am told by our naval superintendent down there that there would be no difficulty. I have heard the evidence of the captains here, that they object to going into the Camber now, from the angle that they have to take, but if that were straightened they would be able to approach it in much deeper water.

1478. Are you only giving a nautical opinion, or do you know this from your own experience?—I am an old sailor myself, but I do not come here as a nautical witness.

1479. Would you take away the existing wooden jetty, or would you leave it as it is?—The wooden jetty might be left with advantage.

1480. For what purpose would you run up that screen?—For a shelter; I would not spend money in constructing it, but being there I would let it remain.

1481. At whose suggestion was it constructed?—At the suggestion of the Government.

1482. Was not that pier proposed in the contract while the other piers were building?—Yes; it is shown in the Civil Service Estimate as a "temporary pier," and we accepted it as a temporary pier.

1483. Your Company approves of that so far?—The City of Dublin Steam Packet Company did, as a temporary expedient.

1484. Did not the Railway Company concur with them in that?—No; we were not made parties to the discussion respecting it. Communications had been held with the City of Dublin Steam Packet Company without our knowledge or concurrence, and I desire it to be placed upon record that we were in no way bound by those communications.

1485. Mr. *Corry.*] I think you stated that evidence was taken before the Committee of 1856 to show that the eastern arm of the blue breakwater would afford sufficient protection for vessels in northerly gales?—Yes; as proposed by Mr. Hawkshaw, it was 200 feet shorter than it now is. We attended at the Admiralty, and there was a very full attendance of their Lordships and all their officers; the matter was again discussed, and I think it was at the suggestion of Admiral Washington that 200 feet were ordered to be added to the eastern arm of the blue pier, in order to remove any doubt upon that point.

1486. Was it Admiral Washington's opinion that the eastern arm so elongated would afford sufficient protection?—Yes; the contracting companies were content to have accepted the blue piers without that addition.

1487. Are the Committee to understand it to be your opinion still, that the most advantageous plan would be the construction of this blue breakwater?—Yes, certainly, looking at the ultimate interests of the public.

1488. Mr. Hawkshaw stated in his evidence, that it would not be necessary, with regard to the Irish Packet Service, to construct the western pier: is that your opinion?—I certainly should be guided very much by the opinion of Mr. Hawkshaw upon that point; we should be perfectly ready, as far as the Railway Company are concerned, to make the experiment, if the Government were to say that they would give us the additional accommodation, if experience shows it to be necessary.

1489. If the eastern arm of the blue pier were not constructed, the next best plan in your opinion would be, would it not, to widen the existing stone pier, and deepen the channel alongside, for the packets to run alongside the stone pier?—Yes.

1490. Have you heard to-day the nautical evidence which has been given against that plan?—Yes.

1491. Is there any nautical evidence that you could bring forward to contradict that evidence?—Yes, I could do so, if the Committee desire it.

1492. What nautical evidence would you propose to produce?—We should bring the superintendent of the London and North-Western Steam Vessels, Captain Risk, and as many of the captains as the Committee may desire to hear; and I believe that they will one and all give it as their opinion, that the blue pier, and the approach along the great breakwater, is a more desirable arrangement.

1493. *Chairman.*] Are you aware of the difficulty that is stated by the captains of the packets from the fact of the vessels anchoring there, and the difficulty of keeping the passage clear?—I have heard that stated.

1494. Do you think that that apprehension is not well founded?—I do not. I think stringent regulations, backed as they might be by penalties, would secure the passage being kept perfectly free.

1495. You are aware that the vessels anchor there very frequently now, as stated by the captains?—Yes; and no doubt, in certain states of the weather, they will continue to go there until objection is made.

1496. Do you think that a regulation as to their not going there could be enforced?—Yes; I would give the harbourmaster a tug-vessel, and enable him to go on board the ship, weigh anchor,

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and take the offending party out into deep water, and fine them for coming there.

1497. Could that be done in a heavy wind?—Yes; they would take very good care not to go near there when the wind was from the south, but only when the wind was from the north.

1498. They would run in there as a protection from the south wind?—It may be so.

1499. They run from the north, do they not?—Yes; the wind changes.

1500. Colonel *French.*] With regard to the 200 feet that was recommended by Admiral Washington, was that included in the contract which was agreed on by the companies?—Yes.

1501. That was in addition to the 425,000 *l.* originally estimated as the cost by Mr. Hawkshaw, was it not?—No; it was included in that estimate.

1502. Was it included in the estimate?—Yes; that estimate was made after the plan was agreed on.

1503. *Chairman.*] That estimate was presented to, and voted by, Parliament, was it not?—Yes.

1504. Colonel *French.*] Are you aware that nautical men have expressed an opinion that those piers, even if executed, would not be a security against the north and north-east winds?—I have heard some doubts thrown upon it to-day, but the Dublin Steam Packet Company do not hold that opinion; they were perfectly content with those piers, and they are content with those piers now; they believe them, as the London and North Western Company do, to be admirably calculated to meet the requirements, both of the Irish Service and any other that may present itself.

1505. Have you read the evidence which Mr. Watson has given before this Committee?—I have looked over it.

1506. Is there any evidence to the effect of assenting to this pier?—Yes; Mr. Watson highly approves of this blue pier.

1507. You gave evidence about the increased rate of speed, and the cost that it was to the Company; I believe that your rate of speed is about 41 miles an hour?—Yes; between 41 and 42 miles an hour.

1508. Do not you travel at the same rate of speed on the Northern Express and the Liverpool Express?—Yes, about the same; not quite so fast upon the Liverpool Express.

1509. But on the Northern Express you travel quite as fast?—Yes; the Limited Mail to Scotland, I think, is quite as fast.

1510. The Chamber of Commerce in Dublin, when this negotiation was completed, were very favourable to the proposed contract for expediting the communication between London and Dublin, were they not?—Yes, they were. They would have preferred a different arrangement of the hours, and they would have been quite content with 12 hours to Dublin, that is to say, half an hour longer upon the road; but the requirements of the Post Office obliged us to alter the hours and increase the speed.

1511. You were very anxious yourself for an alteration of the hours, and you offered to do it at a very considerable sum under the contract price, if the hours were altered?—Yes; we offered to do it for nothing.

1512. Lord *Naas.*] What would have been the saving to the country if your proposal had been accepted?—About 19,000 *l.* a year upon the land, and about 15,000 *l.* upon the sea. The sea estimate was 70,000 *l.* instead of 85,900 *l.*; and the land service would have been done for nothing, instead of for 19,000 *l.*

1513. Colonel *French.*] With regard to the subsidy for the sea-service, by the 16th clause, I find that half the gross receipts go to the Government?—Yes, beyond 35,000 *l.* a year.

1514. The Government, I believe, have already received something about 6,000 *l.* on that account?—I am not aware; the City of Dublin Steam Packet Company can give evidence upon that point.

1515. You stated that the Chamber of Commerce were favourable to expediting the communication between London and Dublin, the fares at that time between London and Dublin being 2 *l.* 17 *s.* 6 *d.*?—Yes, I think that was so.

1516. And at that time the subsidy, as well as I remember, was only 25,000 *l.* a year?—Yes; but that subsidy was for a very inferior service, and a very unsatisfactory one to the Government and to the public.

1517. Was there any communication made to the Chamber of Commerce, or to any other parties, as to your intention, when the subsidy was obtained, of raising the fares between Dublin and London?—No.

1518. Have you raised the fares after the receipt of this 85,000 *l.* a year very considerably?—The Railway Company do not receive any portion of the 85,000 *l.* a year.

1519. Is the increase entirely to the Dublin Steam Packet Company?—They receive 85,900 *l.*, and the Railway Company receive 19,000 *l.*

1520. Then, what did the Railway Company receive before?—Not anything; the Chester and Holyhead Company received 30,000 *l.* for the service performed by them, which is still continued as a separate service.

1521. The through-fares originally were 3 *l.* between Dublin and London, were they not?—I think so; they were temporarily reduced, as you say, I think, to 2 *l.* 17 *s.* 6 *d.*

1522. Was that on account of the northern competition?—There was some disturbing element, which was quite temporary. The fare is a very moderate one now, considering the character of the service performed; it is not higher than the fare charged between London and Glasgow.

1523. How much has the fare been raised since the contract has been let?—I believe 2 *s.* 6 *d.* per ticket to Dublin, but then other advantages quite equal to that have been granted, as explained by Mr. Watson.

1524. The fares were 2 *l.* 15 *s.* 6 *d.*, and now they are 3 *l.* 1 *s.*?—I was not prepared for that question, but I will get the Committee the exact information if they require it.

1525. You are aware that a number of gentlemen in Dublin are of a very different opinion from what you have expressed; that they consider the raising of those fares most prejudicial to the intercourse between the two capitals?—I never knew the public satisfied with the lowness of fares yet. There has been a further increase, I believe, recently, or is about to take place, in consequence of the railway between Kingstown and Dublin refusing to receive their mileage proportion of this fare, which they think too low: they think that the fare which we are now charging is too low, and they refuse to receive their mileage proportion; and I believe, if it has not already taken place, there will be an increase of

of fare, to satisfy the short line of railway between Dublin and Kingstown.

1526. The advantage that the public generally receive, is in the extension of the return tickets from a fortnight to a month?—Yes; and there are facilities for excursions granted, that did not exist; but, in common with all other parts of the country, the facilities are being increased.

1527. But there are very great reductions all over the country too, are there not?—Yes; and I say the fare is not exceptionally high in this case.

1528. The journey could be performed (first-class) between England and Ireland for 50 *s.* on your boats?—Yes; and by the boats of the City of Dublin Company to Liverpool, and by the boats of the London and North Western from North Wall, Dublin, to Holyhead, those persons who do not attach so much importance to time, and speed, and comfort are enabled to travel very economically; but those members of the public who do attach great importance to the comfort and speed which is afforded to them by those express trains and those boats, are charged 3 *l.*

1529. If they come across in the mail packet to Holyhead, they must pay 3 *l.* 1 *s.* You have at 2 o'clock in the morning, after the evening packet comes in, an ordinary train of your own; could you not bring them to London by that train?—It would certainly render the accommodation afforded by that pier still less adequate than it now is, if it is to be flooded with a number of the lower classes, travelling at very cheap rates. It is difficult enough to manage the limited number that are now in our trains, and such a plan as proposed by the Honourable Member would be very undesirable.

1530. By enlarging the accommodation, do you not think that that evil might be got over?—If they give us the blue pier, we can manage any number of passengers.

1531. Mr. *Herbert.*] You have already stated that those piers, the plans of which you have shown us, were the basis of all your negotiations for making this contract?—Yes.

1532. I believe you deny the right of the Government to insist on the fines in the contract?—Certainly I do. I state most positively that the Railway Company would not have entered into the contract on the terms which they did, had they not felt assured that the Government would have constructed those piers, not merely that they would not have fined us; we are not content with not being fined merely; it is a great grievance and loss to us that those piers have not been constructed.

1533. Your ground of resistance is, that the Government have not performed its part of the contract?—That is the ground of objection to the fine; our ground of complaint is, that we are suffering a very heavy annual loss by reason of the non-fulfilment by the Government of the assurances which they gave us.

1534. The Government have never attempted to put those fines in practice, have they?—No; when we were called upon to perform the contract we took an objection, and protested against the temporary pier being considered as a fulfilment by the Government of their obligation; and we received a Treasury Minute to state that their Lordships were content that the service should be commenced, and that the fines should not be imposed at present, but that they relied upon the service being performed by the Companies under the general terms of the contract.

1534*. In fact, that was a distinct admission on the part of the Government of their obligation to make the piers that were promised?—We so understood it.

1535. Will you read the particular passage?—This is the passage I refer to: "Meanwhile, their Lordships are satisfied that the service should be commenced, with the understanding that no deduction shall be made at present, under the 10th clause of the contract, of the 1 *l.* 14 *s.* per minute for every minute in excess of the 11 and 7 hours respectively, as stated in that clause; holding, however, the contractors bound, under the general covenants of the contract, to perform the service as nearly as possible within the times specified, and in the best manner which the circumstances will admit of." That we are now doing; we are using every exertion to perform the service.

1536. That you consider as clear an admission as words can convey of the Government being bound to perform their part of the contract?—Yes; we so consider it.

1537. You suppose that some modification was proposed in the terms of the contract, on condition, I think you said, of 50,000 *l.* being given, to be expended elsewhere?—Yes.

1538. What was the modification?—The modifications are contained in this letter to the Government, of the 24th of May 1860; it says that the Steam Packet Company should become responsible for the sea portion of the service, and liable to penalties if they exceeded the time they might agree with us; that we should undertake and be exclusively responsible for the land portion of the service, and come under a system of penalties in the event of our failing to perform the land-service within the stipulated time; that we should practically perform the service in the time stipulated in the contract of 11 hours, with the exception of one train, which we should urge the Post Office to give us 11 hours 10 minutes for. We find very great difficulty in working the mail arriving in London in the morning; and we said, notwithstanding the inferior accommodation which would be afforded to us in this old harbour, we would still be responsible for the performance of the service, and run three trains in 11 hours, and the fourth train in 11 hours 10 minutes.

1539. Was that proposition for the 50,000 *l.* from the Company or from the Government?—From the Company, in answer to an invitation from the Government.

1540. Of what nature was the invitation?—It is contained in a Treasury Minute of the 21st of May 1862, as follows: "It is however essential, as my Lords have already intimated, that the public should have the guarantee for the punctual performance of this important service, which is afforded by the liability to fines in the event of irregular performance. My Lords will be ready to discuss with the contractors any reasonable modification of the conditions of the contract, with regard to the exaction of penalties which the adoption of the improvements now proposed may justify. Such modification might possibly involve a separate system of penalties applicable to the land and the sea service, and thus release the Directors of the London and North-Western Railway Company from the liability to penalties to the extent of 105,900 *l.* a year, of which they

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complain; and, if the contractors should desire it, their Lordships will appoint a conference in their secretary's office, for a free discussion of the subject with the contractors, at which the Secretary of the Admiralty, Mr. Hawkshaw, and the Secretary of the Post Office might be requested to attend." That conference took place.

1541. In no part of the correspondence is there any denial of the claim of the Companies on the Government to make this pier?—Not any distinct denial, I think; but we are very apprehensive that if we were to express ourselves satisfied with any of those temporary expedients, the Government might come down upon us, and put their own construction upon the contract, and it would end in litigation, which we think very undesirable. We would much rather have friendly discussion with the Government, and should they desire to change their views and wishes, we are willing that they should do so, merely dealing with us equitably. We will allow them to make any modification that they please, and we will accept whatever any fair public man will say ought to be done under the circumstances; that is to say, any public man, of course, unconnected with the Government of the day.

1542. Mr. *Milner Gibson.*] You state that the London and North-Western Company entered into the contract with the Government, not so much for any advantage to be derived from the contract itself, but from the advantage that would be rendered to them by the construction of those piers for the general traffic?—Yes.

1543. It was not for the advantage of receiving 20,000 *l.* a year for carrying letters, but because certain piers were to be constructed that would benefit the general traffic of the Company?—Yes; piers in deep water, which would enable us to develope a traffic with Ireland, and also make Holyhead a place of call for vessels of large size. Having spent 4,000,000 *l.*, and there being such a very inadequate return earned upon it, we were willing to incur a very considerable temporary loss in the hope of ultimate benefit.

1544. If that was the view of the London and North-Western Company when they entered into the contract, why did not their legal advisers see that the terms of the instrument were in accordance with that understanding?—I daresay our legal advisers will tell us that the contract will bear that construction.

1545. Let me call your attention to the words of the contract: "That the Government are to cause the necessary piers, rails, and appliances, at Holyhead and at Kingstown respectively, to be completed, with free and uninterrupted access for the trains and packets, to be provided under the contract;" not the other packets for the large general traffic, but only for those packets to be provided under the contract?—Quite so. I say that that was our understanding and our contention, but I would rather not express any opinion upon the legal construction of the clause; I must decline the responsibility of that.

1546. Is not the contract altogether silent upon any particular plan; do you not understand that to be the state of the case?—That I am not prepared to express an opinion upon.

1547. If something more than was necessary for the packets was to be provided by the Government, would it not have been well that some memorandum or document should have been appended to the contract, so that the real meaning of the parties should have been understood, and that no future misapprehension should arise?—I can only state the facts. Those particular piers had been discussed, settled, and agreed upon by the Government before the execution of this contract.

1548. If something more was to be provided than was really necessary for the postal service, would not it have been the duty of your legal advisers, if that was the understanding of the Company, that that stipulation should be really set forth in the contract?—That is a question again of construction; and I hope our legal adviser will be able to justify himself, and prove that the collateral evidence, in either a court of law or equity, would protect the Company against such a construction as is now being put upon that clause.

1549. I observe that in the Treasury Minute (which you referred to just now) of May 1862, it is stated that, with a view to avoid future misunderstanding, the letter of Mr. Wilson of the 10th September 1857 and the explanatory memorandum were appended to the contract?—It was; and it so happens that certain brackets are introduced in the clause in the contract, which are not in that letter. That letter will bear out our construction, and so will this letter also, which I have before me, of the 18th of June 1857, from myself to Mr. Wilson, in which these words occur at the conclusion: "It is assumed that the piers and works for the accommodation and coaling of the packets at Holyhead, and for the convenient access and departure of the trains therefrom without interruption, and that the works at Kingstown will be completed before the commencement of the service." I say again that those piers had been agreed upon, and the plans and drawings were shown to us before we executed the contract.

1550. That letter merely states, that until the necessary piers are constructed, the penalties shall not be enforced. If the parties had wished to bind themselves to that specific pier in blue, would not Mr. Hawkshaw's Report, and the previous Treasury Minute which you have referred to, also have been appended to that contract, so that there could be no mistake as to the meaning of it?—Perhaps it would have been better if it had been so; and had we been dealing with other people than the Government, perhaps we might have taken that precaution; but having all those facts on record, we really did not think it necessary.

1551. At that time was not it thought that there would be a Transatlantic communication from Holyhead, and that packets of a very large size for such service would come there?—Yes; the expression used in Mr. Hawkshaw's Report is "Transatlantic and other large packets"; we looked to other vessels, and we look now to vessels from India and Australia and New Zealand, coming to Holyhead, if we had suitable accommodation for them.

1552. When that Transatlantic service was given up, and even after what is absolutely necessary, and what is sufficient, in fact, for the mere postal mail service packets has been provided, you think that, over and above that, the Government are bound to expend a large sum of money merely for the service of the general traffic of the London and North Western Company?—I say that they are bound to do so, in the fulfilment of their obligation to the London and North

North Western Company. They represented to us their intention of doing certain things; and the London and North Western Company having undertaken the service for 20,000*l.* or 30,000*l.* a year less than the sum that they would have undertaken it for, except for those assurances of the Government, we have a claim upon them, first, that they will not exact the penalties until they have constructed the works; and, secondly, that if they change their mind, and resolve not to carry out the works, upon the faith of which they obtained those favourable terms, that then they ought to refer it to some impartial person to say what consideration should be shown to the Railway Company for the loss which they have sustained by the change on the part of the Government.

1553. Is it your opinion, now, that after the Government have sufficiently provided for the postal service, and for the passenger traffic between England and Ireland, they are, over and above that, to expend a sum of money for the general traffic of the London and North-Western Railway Company?—Either to do that or to revise the contract, as equity may require.

1554. With regard to this present jetty, to which the packets now come, you would not be prepared to recommend any expenditure in connexion with that?—No; we have consistently protested against it, as a mere temporary expedient, and a waste of money.

1555. You consider that a condemned site?—Yes.

1556. But it is the site which is thought the best by the Dublin Steam Packet Company of any other that can be pointed out in the neighbourhood?—Yes; it would suit the purpose of the City of Dublin Steam Packet Company, because they are not interested in anything but the postal service.

1557. It appears that whatever course the Government take, they cannot give satisfaction to both companies, and that if they go from the present site, they will displease the City of Dublin Steam Packet Company; is that so?—I beg your pardon; it is not so. I have the authority of the City of Dublin Steam Packet Company to state, most distinctly, that they are content with the blue piers, and that if the blue piers were constructed to-morrow, the difficulties of the City of Dublin Steam Packet Company would cease, and they would not question, any more than the London and North-Western Railway Company would question, the right of the Government to inflict their penalties.

1558. It has been stated to the Committee by the captains, that they prefer for their service the present jetty, improved and adapted for bringing their ships alongside, and so forth; but that site they prefer to any other?—As I stated before, many of the same gentlemen who have given evidence here gave that evidence in 1856, and the Government had their evidence before them when they resolved to adopt the site of the blue pier, and entered into engagements with us to construct that blue pier.

1559. With regard to the curve, you think that a sum of money should be expended in straightening the curve, so that the access to the piers, even if the present piers are adhered to, should be improved?—Yes; to some extent.

1560. What objection is there in that?—It would enable the larger engines employed upon the main line to run down at once to the packet, and to leave the packet without the delay of changing at the station; and it would avoid also the delay of slackening the couplings of the train. We are obliged to pull up and slacken at present, because a tight train cannot safely be carried round the curve.

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1561. Are you not obliged, in all cases, to stop at the station, in order to have the tickets taken?—No; if it is of any importance we could arrange to have the tickets taken at Chester; for example, the Brighton Company run certain of their trains through from London to Brighton, and in those trains the passengers get into the carriages, and the ticket collector goes round and collects the tickets, and they run at once to their journey's end without stopping.

1562. You think that there would be some saving in time by taking tickets at Chester instead of at Holyhead, and so running the train through from Chester right down to the pier with a large engine?—Yes; that would save many minutes.

1563. The London and North Western Company do not attach any importance to this expenditure, provided that question with regard to the penalty clause was taken into consideration; and, as regards their general traffic, they would not care about it?—No; if the Government made a point of it, and said that rather than expend the 15,000*l.* or 20,000*l.* which would be necessary, they would add five minutes, or whatever would be a reasonable time, then I have no doubt that the London and North Western Company would meet their views and postpone that expenditure.

1564. Lord *John Browne.*] Supposing that the blue piers were out of the question for a moment, which would you prefer, the breakwater proposed by Mr. Watson, or the other plan of taking away the Admiralty jetty, and continuing the straight pier along, as you explained in the other part of your evidence?—I should prefer taking away the Admiralty jetty, and widening the present structure.

1565. You think that if you could not get the blue piers, that would be sufficient for the packet service?—It would be the best arrangement for it.

1566. Would it be sufficient, in your opinion?—You must not ask me to admit that.

1567. Colonel *Lefroy.*] You stated that you would continue the present advanced pier as it is there?—I would not go to the expense of taking it away.

1568. If continued, would it be with a view to landing there occasionally, or merely that you would not go to the expense of taking it away; would you propose ever to land on it?—That I would leave entirely to practice; if it were any convenience in fair weather, perhaps they might land there; the spare boat, perhaps, might lie there.

1569. If the inner pier is improved as you propose, do you think that pier would afford sufficient accommodation for all vessels; would you propose that all vessels should, generally, run to it?—Yes; I think that it would be quite necessary to run all the vessels to one point; it is very inconvenient to leave the point in doubt.

1570. Do you think, in that case, it would be safe in all winds and in all weather for vessels to come to it, and that they could turn round without risk or difficulty, as evidence has been

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given by the captains that it would not be safe?—The evidence which has been given is, that it would be safe to approach, but that there would be certain inconvenience in getting away.

1571. You differ in opinion upon that?—I think that that circumstance ought not to weigh.

1572. *Chairman.*] You state, do you not, that the City of Dublin Steam Packet Company approved of the blue pier?—They did; they were parties to all the conferences, and that was the agreed pier.

1573. And in your conferences the erection of that pier was considered as the basis of the contract?—Yes, clearly.

1574. Could they now, if the Government chose to complete it, refuse to go on with their contract?—No; as I said before, the City of Dublin Steam Packet Company regard that as a condition of the contract.

1575. And they must keep to the contract if the Government were to construct that pier?—Yes, exactly.

1576. In deepening the inner harbour, would it not be a great advantage if the Government were to do with it for the company what they intended to do for themselves?—It would not affect the portion to be deepened by the company.

1577. If this pier were put alongside, would not it be necessary to deepen it nearly across, because how are the vessels to swing?—They might back out.

1578. Does not that take a great deal of time?—No; I believe you will find that the last witness, Captain Payne, did not attach much importance to that; he said that he would have to back a little further, and he has to back in every case; he has to back round here now.

1579. Is not getting round that knuckle one of the most difficult operations?—I would rather that you asked some nautical man upon that point.

1580. Supposing that the new breakwater, as proposed by Mr. Watson, were completed as a pier, would not the curve to that for the railroad be a much better one than the one to the present pier?—The approach would be straighter and much better; in fact, it would be as good as to the blue pier, I think. There would be no objection on that score, but it would be in a very exposed position, and it would not have the width necessary for the accommodation of the railway station.

1581. But so far as the railroad goes, it would be unobjectionable?—So far as regards the approach it would be so, but not for the accommodation of passengers.

1582. Was there not a very large sum to be paid for those works at one time by the Chester and Holyhead Railway Company?—There was an arrangement, I believe, by which the Chester and Holyhead Railway Company were to contribute 200,000 *l.* towards the packet pier, which was to be their property, but that was abandoned by arrangement with the Government.

1583. That was before the contract was made, was it not?—Yes, and it was quite apart from this contract altogether.

1584. Mr. *Herbert.*] That was before the original contract with the City of Dublin Steam Packet Company, was it not?—Yes.

1585. And it was before the Government put on their new boats?—Yes.

1586. Do you agree with Mr. Watson in his opinion that both the present pier and the new pier might be used alternatively?—No; I think that it would be quite necessary to select one pier, and to work to one pier only.

1587. Do you think that it would be very inconvenient for the public to have two places to run to?—The inconvenience would be to the railway company, who cannot keep two establishments.

1588. *Chairman.*] The interest of the two companies is not identical, is it?—No.

1589. Therefore their objects in going to the pier are not the same?—Yes; their interests would be identical upon that point, but they are not identical upon all points.

1590. For instance, in going to that inner pier, the steam-packet company would have no advantage, but rather trouble?—The question was with reference to the advantage of having two piers; Mr. Watson said that if he missed one pier, he could fall back upon the other; that, I say, in the practical working of it, could not be made available; the railway company would require the steam-packet company to come to the selected pier.

1591. Colonel *French.*] Are there not two piers which appear in blue upon the map?—Yes, but that was merely in case of accident.

1592. Would not the other be used, just the same, in case of accident?—No; the point of approach is at a much greater distance.

1593. Mr. *Herbert.*] Was the arrangement that you described, as contemplated in 1857, an economical one for the public?—Yes, I think so; inasmuch as over the term of 14 years the public obtained a service for, practically, say 20,000 *l.* per annum, which costs the railway company upwards of 50,000 *l.* per annum, and therefore the public saved, at least, 300,000 *l.* At the end of the contract those permanent works, available for all time and for public purposes, would have stood the Government in only 200,000 *l.*

1594. Mr. *Corry.*] Has there been any estimate made of the cost of altering the present stone pier so as to make it available for the packet service?—A very rough estimate.

1595. What would be about the amount of that estimate?—About 15,000 *l.*; it would depend upon what bottom they found.

1596. That would be, of course, exclusive of the accommodation on the pier itself, would it not?—Yes.

1597. Mr. *Herbert.*] Was that estimate for the work, which you have described, submitted to Parliament, with the note, "Approved by the Admiralty and sanctioned by the Treasury"?—It was.

1598. Those were the piers that you have described, were they not?—Yes; the money was voted and the contract let, and I have with me the contract drawings.

1599. *Chairman.*] Could you state what was done with that money?—I believe that the Chancellor of the Exchequer has it. If the Committee will allow me, I will state this fact. The annual additional train mileage, between London and Holyhead, involved by this new service, is 369,008 train-miles; that, at a cost of 3*s.* per mile, amounts to 55,350 *l.* a year; and the London and North-Western Company engaging to do that service for 19,000 *l.* a year, it is quite clear that they relied upon other considerations and other advantages.

1600. Have you any doubt whatever that it was

was understood, on the one part, and on the other, that those piers were to be built?—There was not the slightest room for doubt.

1601. Colonel *French.*] What does the passenger traffic pay you?—The increase in the passenger traffic has been very small; the year 1862 was an exceptional year, and therefore, of course, it ought to be excluded. For the five months, ending May in the years 1859, 1860, 1861, and 1863, the passenger traffic in connexion with those boats to London, which is the principal traffic, of course, was 25,000 *l.*, 23,000 *l.*, 29,800 *l.*, and 26,130 *l.*; it is, in fact, only 1,000 *l.* greater in the first five months of the year 1863 than it was in the first five months of the year 1859, that is the total traffic in connexion with the express mail boats between Ireland and London.

1602. Mr. *Milner Gibson.*] Do you believe that they ever would have consented to those blue piers, unless they had contemplated this Transatlantic trade?—I think they would, when we explained to them that we should charge 40,000 *l.* or 50,000 *l.* a year, instead of 19,000 *l.* if they did not build them.

1603. It certainly is the case, that that Transatlantic trade was contemplated when those stone piers were settled?—Yes, both by the Government and the London and North-Western Company, and in consideration of the Government contemplating and engaging to build those piers, we gave them a service for 19,000 *l.*, which we should have charged them upwards of 40,000 *l.* for, if they had not contemplated and agreed to build those piers.

1604. Do you think that the piers which were intended for the Transatlantic service, should be built when the Transatlantic service was given up?—No, I leave the Government to make their election; if they choose to construct the piers, they can enforce their contract; if not, and if they desire to be relieved from it, then they should vary the contract.

1605. You are aware, are you not, that the Government have never admitted that that definite stipulation was made between them and the companies, as to the building of this particular blue pier?—The facts must guide the Committee to determine that question.

1606. They do not admit your understanding?—They have so far admitted it, that when we objected to commence the service, they stated by that Treasury Minute that they were content that it should commence, and that no penalty should be incurred.

1607. *Chairman.*] That has been done for some years, has it not?—Yes.

1608. Colonel *French.*] Do I rightly understand you to state that this new pier would be worth 20,000 *l.* to you?—Yes; ultimately it would.

1609. In what way would they become worth that money to you?—It would make Holyhead a port of call for vessels, say, leaving Liverpool for all parts of the world; instead of people going down by various routes to Liverpool, they would make for Holyhead; for instance, a family leaving Ireland, and desirous to get on board the vessel to go to New Zealand, could leave Dublin 36 hours later than if they had to go to Liverpool; instead of starting for Liverpool to take ship 24 hours before the appointed time of departure from Liverpool, they would actually be able to leave Dublin six hours after the vessel had left Liverpool, and they would still be at Holyhead upon this blue pier ready to get on board with comfort.

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1610. After all, the main value of these blue piers would have been in case of the Transatlantic service?—Yes.

1611. So that the loss which you have incurred is, in point of fact, in consequence of the Transatlantic service not being established?—That Holyhead is not made the port of call, and is not fit for it.

1612. The mere making of this blue pier, would not have made Holyhead the port of call?—I think it would; I expect that Australia and New Zealand and India will, in the course of a few years have a very large trade with Glasgow and Liverpool.

1613. Do you think that it is any part of the mail contract that you should have the Transatlantic steamers calling at Holyhead for the sake of the traffic that they would get at the intermediate point?—Yes.

1614. They would lose a considerable amount of time in the voyage in consequence, would they not?—No, that is our belief; and on that belief we entered into this contract.

1615. *Chairman.*] When the House of Commons approved of those blue piers, that last arm was not made or thought of, was it?—Yes.

1616. Mr. *Herbert.*] Who signed the contract on the part of the Holyhead Company in the first instance; was it Mr. Stanley?—Yes. In the Treasury minute of the 10th of September 1857, I see, "Those conditions have been signed by your Lordship on behalf of the London and North Western Railway Company, by the Honble. O. Stanley, M.P., on behalf of the Chester and Holyhead Company, and by Mr. Watson on behalf of the City of Dublin Steam Navigation Company." Those were the heads signed by Mr. Stanley.

1617. *Chairman.*] Of course, that was in regard to this pier?—Yes; nobody who was present at any of these interviews could have any doubt upon the subject.

The Honourable WILLIAM OWEN STANLEY, a Member of the House; Examined.

1618. *Chairman.*] YOU signed the contract which has been alluded to in evidence, on the part of the Chester and Holyhead Railway Company, did you not?—I did. At that time I was a director of the Chester and Holyhead Railway Company, and in the absence of Sir Morton Peto, the chairman, who was then abroad, I was requested to attend at the Treasury on the part of the Chester and Holyhead Railway Company.

1619. In signing that contract, did you sign it under the belief that certain piers would be erected at Holyhead?—I did. I heard Mr. Stewart's evidence, and I can say, upon the part of the Chester and Holyhead Railway Company, unless we had believed that those blue piers which, after a great deal of trouble and consultation, had been decided upon, and which were actually sanctioned by the Admiralty and by the Treasury, and, as Mr. Stewart has informed you, let to the contractors, Messrs. Rigby, we should not

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not have entered into that contract; it was distinctly upon the faith that those piers were to be built.

1620. Colonel *French.*] What was the amount under that contract?—I believe that at that time the contract was for 450,000 *l.* I have reason to believe that arrangements were made by the Admiralty afterwards, with a view to obtain the relinquishment of that contract by the contractors.

1621. Of course you formed your opinion as to the profits to be derived from the construction of those blue works from the opinions of others. You are not sufficiently a nautical man or an engineer to give any opinion of your own upon that subject?—I am sufficiently a nautical man and sufficiently well acquainted with the locality, having entered into all the negotiations, and having had the opinion of Captain Hirste, who at that time was the naval man managing our packets, to form the opinion that these were the piers which were best suited for the purpose which the contract would require.

1622. Colonel *Pennant.*] What was that purpose?—That purpose was principally with regard to the accommodation of the large mail packets which are now established for taking the mails over to Ireland, and those piers were likewise to have been made use of as a place of call for Transatlantic vessels and for other mercantile steamers of large size which we expected would call at Holyhead, and which could not have come in to piers constructed in shallow water.

1623. Mr. *Stansfeld.*] The principal advantage of this pier was, as you state, the accommodation of the Irish traffic, was it not?—That was the first part; but we, the Chester and Holyhead Company, considered that after the large amount of money which we had contributed for this railway, it was necessary for us to have as much traffic as we possibly could brought over that line. I may mention here, that originally the Chester and Holyhead Railway Company were to have constructed a pier in the centre of the harbour, or, at least, they were to have given the Government 200,000 *l.* for the construction of that pier, they obtaining very considerable advantages. A deputation of the London and North Western, and the Chester and Holyhead Railway Companies, waited upon Sir Robert Peel to persuade him to give some amount of remuneration to the Company in consequence of the great outlay which they had been compelled to make upon the tubular bridge and the tunnels at Bangor. Sir Robert Peel, with regard to the question of the 200,000 *l.*, intimated that in all probability that might be relinquished, and it subsequently was relinquished, and an Act of Parliament was passed (I forget whether it was in 1856 or 1857) which released the Chester and Holyhead Railway Company from that amount of money. Sir Robert Peel replied to us, that he could not think of giving any remuneration to the Company, but when the Government was about to expend a million of money upon the harbour and terminus at Holyhead of the railway company, he considered that that was a very great advantage, and tantamount to remuneration.

1624. And he consented to the relinquishment of the 200,000 *l.* contribution?—Yes, simply.

1625. With regard to Mr. Stewart's evidence, you contemplated two additional sources of profit to your Chester and Holyhead Railway Company from the erection of this blue pier, did you not?—We did.

1626. One of which would be the great accommodation afforded to the Irish service, and the other to the chance calls of the merchant vessels and others from other ports?—Yes.

1627. To which of these two sources of probable increased revenue did you attach the greater importance?—To the mercantile vessels.

1628. Are you of opinion that if those blue piers were constructed without reference to any mail contract, they would make Holyhead a calling-place for a larger amount of steam shipping?—I think it will so, ultimately.

1629. Colonel *French.*] Your opinion, as a member of the Chester and Holyhead Board, by a fair deduction from the contract, was that for the accommodation of the contracting parties, namely, the Chester and Holyhead Railway, and the London and North Western Railway, the Government were bound to construct those piers?—That was my opinion, certainly. The words in the contract were, "piers, conveniences, appliances, and so forth." Though it is not specified, this particular pier was clearly understood on the part of the Chester and Holyhead Company, and the City of Dublin Steam Packet Company, and the London and North Western Railway Company, as being the essence of the contract.

1630. Then, even, if the Government were to make out a case that the construction of those piers would not be necessary for the Atlantic communication, and that they are uncalled for for the packet service, still do you consider them bound, under the agreement, to construct them for the accommodation of the railways?—I certainly should consider them bound; but I should consider that it was excessively unfair to call upon the London and North Western Railway Company (which company have now absorbed the Chester and Holyhead Company), and the City of Dublin Steam Packet Company, to come under penalties, until those piers are made, or such piers as shall be agreed upon by those two parties.

1631. You stated, did you not, that the Government, by an Act of Parliament, absolved the Chester and Holyhead Company from the necessity of laying out 200,000 *l.* upon the communications in the harbour?—Yes, they did.

1632. Mr. *Herbert.*] You have taken great interest in this subject for some years, have you not?—Yes; I have for 30 years.

1633. You have been present during the short debates that have taken place year by year on the Civil Service Estimates, and you have heard questions put in the House of Commons by myself, the Honourable Chairman of the Committee, and others; did you ever hear until this year that there was any attempt at a repudiation of this obligation to build the piers by the Government?—None.

1634. They have, in fact, in the numerous debates and questions that have been put, assented to the assumption that they were bound?—I think that I am justified in saying this, that it was never repudiated on the part of the Government until the change took place with regard to the Secretary of the Admiralty, when Lord Clarence Paget became Secretary of the Admiralty and Mr. Gladstone became Chancellor of the Exchequer; it was at the time when it was considered necessary to make as great a saving as they possibly could in all the public works; and

and I believe that it was under the directions of the Chancellor of the Exchequer and Lord Clarence Paget that the contract which the Government had entered into was put an end to, and, as I have stated before, arrangements were made with the Messrs. Rigby for giving up that contract.

1635. Mr. *Stansfeld.*] The first part of your answer to the Right Honourable Member for Kerry, that nothing of this proposed contract to build the pier has been repudiated until this year, was given under a misapprehension of the nature of the question; as I understood the question of the Right Honourable Member to you, it was this: did you hear anything until this year of the Government repudiating their obligation to build those piers, and, as I understand your answer now, you date that repudiation from the accession to office of Lord Clarence Paget?—I should correct that; I think it was two years before.

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Captain Bartholomew James Sulivan, R.N., C.B., called in; and Examined.

1636. *Chairman.*] What position do you hold?—I am an officer of the Board of Trade; I am a captain in the Navy. I should state that I have always been employed in the surveying service, and that I have had more experience than most naval men in harbour questions, having been on two Royal Commissions, on the Scotch Harbours and the Harbours of Refuge.

1637. Are you acquainted with the Harbour of Holyhead?—Yes.

1638. Are you acquainted with the present landing-pier?—Yes, I am.

1639. Do you consider that to be a safe and commodious one for landing from the Irish packets?—I do.

1640. You consider that there is no danger there?—I think that we need only look to the fact, that with unusually large boats, which require the greatest skill in handling, and which, with the most perfect piers in the world, if they build them themselves, must, in two and a-half years, without the most careful handling, have had some slight accidents, and yet not an accident has occurred in coming alongside this pier during the whole time, this is sufficient proof that it is safe and commodious.

1641. Do you attribute the safety of the vessels more to the excellence of the piers than to the skill of the persons navigating the vessels?—I distinctly said not. I said that, with the greatest skill, accidents might happen; and I attribute the fact of no accident having happened there, to the great skill in handling the vessels, which skill would have been equally necessary if they built themselves the most perfect piers, with an unlimited amount of money, in any part of the harbour.

1642. The Committee are to understand that it requires the greatest skill in bringing those vessels alongside of any pier, however perfectly it may be formed?—Certainly; those vessels are very long, and in the night it must require very great skill.

1643. And you consider that this pier is perfect, and requires no alteration?—No; I think it may be still further improved. I agree with what Captain Payne stated, that it would be greatly improved by a screen, to shelter them from the wind, and further works under the pier to break the lift of the swell, which is said still to come through; but I think that these objections must have been very greatly exaggerated, for not the slightest accident has occurred during the whole time that they have been running.

1644. Then you merely form your judgment of the perfect nature of this pier from the fact that no accident has occurred?—Yes; because the work has been done so well, and because they allow Kingstown pier is all that they can wish; and yet I find that there have been no greater delays in getting alongside and landing the mails at Holyhead than at Kingstown, shown by the returns to the House, which I have here; that is to say, the average time employed in establishing a communication by gangway between the ship and the shore and landing the mails. I find that in the first few months after starting, there are several cases of 10 or 11 minutes at Kingstown, and only two at Holyhead; and I find that from October 1860 to July 1861, the average time at Kingstown was 6 minutes 35 seconds, while at Holyhead it was only 6 minutes 26 seconds. From August 1861 to March 1862, which is the last return, I find that it was 5 minutes 28 seconds at Kingstown, and 5 minutes 42 seconds, which is 12 seconds more only at Holyhead. Therefore, by practice, they appear to have reduced their time nearly a minute; but the average of the two, taking the whole of the service, is 6 minutes 1½ seconds for Kingstown, and 6 minutes 4 seconds at Holyhead. I think it is utterly impossible for any one to believe that the pier at Holyhead can be so far inferior to that at Kingstown, when the time, we may say, is the same practically in getting alongside and landing the mails at each place.

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1645. Then you consider that the pier at Holyhead is superior to the one at Kingstown?—I have said nothing of the kind.

1646. But the result which you have given shows that, does it not?—No; it gives two and a half seconds in favour of Kingstown; 6 minutes 1½ seconds is the average time at Kingstown, and 6 minutes 4 seconds is the average time at Holyhead, so that if there is a difference, it is slightly in favour of Kingstown; but the difference is so slight, being only 2½ seconds, that you may practically say they are equal, and therefore no delay could have been caused by want of accommodation at Holyhead.

1647. Are the Committee to understand that the Kingstown pier is not better than the one at Holyhead?—I have not said so; I say that it is equal in time. I think that the Kingstown pier, as a pier, from its construction, is a more durable and better pier; but that the difficulty of getting alongside the Holyhead pier and landing the passengers is practically no greater than it is at Kingstown.

1648. Did you hear of any danger being experienced by any of the captains from getting alongside from the warping along?—I have heard the evidence which has been given by the captains here, but they certainly did not say much of the danger; they spoke of the inconvenience a great deal more than they did of danger.

1649. Do you mean to say that they did not talk of the danger?—The evidence that I have heard certainly spoke of the inconvenience of being blown off; they said that if the hawsers broke, there might be danger; but there has no

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danger practically resulted from it, and therefore we have no right to suppose that the pier is not practically safe.

1650. What would be the result of those hawsers breaking?—That the vessel would swing off whichever end it occurred, but it would be held by the other end to the pier, with plenty of room; I cannot see that it would have any other effect.

1651. In your opinion, then, there would be no danger?—It is difficult to say in any case in the world that no danger can occur, but certainly I should anticipate no danger from the hawser breaking, except that the vessel would swing end on, and it would require some little trouble to get her up alongside the pier again.

1652. Do you think that there is no delay at any time?—The fact is, that we have had two years' practical test, and that there has been no delay. The longest time I can find in this book is 11 minutes 24 seconds as the mean of one vessel's passages during a month; and there is only one other case in two and a half years that it has come up to 10 minutes. I find in one winter alone at Kingstown three cases in which it was 10 minutes, and two cases in which it was 11 minutes; therefore there has been more delay in a given time at Kingstown than there has been at Holyhead. And if we take the last three winter months, December, January, and February, they have now acquired additional practice in coming alongside those piers, we find instead of 11 minutes at Kingstown and 10 minutes at Holyhead, as it was at first on the worst monthly averages, they have been 8 minutes 15 seconds, or 7 minutes 47 seconds; those are the only cases above 6 minutes, and they are both at Kingstown, while the greatest time at Holyhead is 6 minutes 36 seconds. Therefore, even during this last winter, when they have shortened the period of landing the mails and getting alongside several minutes over the beginning, again Kingstown is one minute longer time than Holyhead.

1653. Are the Committee to understand from that statement that the Holyhead pier is equally convenient with the Kingstown pier?—Practically these returns would show that it is so.

1654. But, as a naval man, do you consider that the one pier is as good a landing-place as the other?—No; I think that Kingstown is the best. I think that a little swell may come through the Holyhead pier still, and that that might be expected to prolong the time, although practically it has not done so; but when that is checked by the works that are proposed to be constructed, that is to say, by closing the apertures that are underneath the pier, and by putting a screen above, which will prevent the wind from acting upon the paddle-boxes of the vessels, then I think that all the objections that could be raised against it, as an efficient and safe pier, will be obviated.

1655. Colonel *French*.] The figures which you have quoted about the time that they take in getting alongside, are merely the times that they take after they are alongside in communicating with trains?—"In establishing communication by gangway", that is, after they come alongside.

1656. *Chairman*.] From the time they reach the head of the pier, how long are they getting alongside?—That all depends upon circumstances; with a strong north-easterly wind which may bring a swell in, they might not do it very rapidly. I have never seen them do it under those circumstances, and therefore I cannot give an opinion.

1657. Do the periods which you have mentioned include the whole operation from the commencement to the end, or merely the time occupied in communicating with the trains after the gangway is put out?—No; it is given in the time occupied in "establishing communication by gangway, and landing the mails."

1658. Will you state the period when the operation commences and when it ends?—I only take it from these returns.

1659. I want to know what you mean by the time of establishing communication; you draw a deduction, and therefore you must have a clear idea of what you mean?—I presume that it is from the time of getting the hawser to the pier until they land the mails.

1660. How long does it take before they get their hawsers fast?—I see no return of that kind.

1661. Will you state your own opinion upon that point?—I have never seen it done with a north-easterly wind.

1662. You do not known anything about it?—I do not know what time it takes with the wind to the north-east, but I know that they have had no accident in doing it. Captain Priest, who is on the pier and sees it done, will be able to tell you what time it practically takes.

1663. Practically, you have no personal knowledge of the place or of the mode of landing whatever?—I have a personal knowledge of the place. I have been there repeatedly, and I have been there within the last fortnight. I have gone by the boats and I have seen several of them come in and go out.

1664. Will you state what is the time referred to in that return; from what period to what period?—I have told you what it is; it is the time of establishing communication by gangway and landing the mails. I can tell you nothing more.

1665. What is the time that is referred to in that return; is it from the time when the gangway is put to the ship from the land?—I presume it includes establishing communication by gangway.

1666. Presumption is not evidence?—I have the returns before me.

1667. If you are to be evidence on the part of the Government, I want to know clearly what you mean?—I am only now calling the attention of the Committee to the returns, which show a certain time alongside the pier.

1668. I want to understand as to what you know as to the time; do you know anything about the time beyond that return?—I only know that in fine weather they go straight alongside without the slightest check. I have never seen them in a north-easterly wind.

1669. Colonel *Pennant*.] That return is comparative as between Kingstown and Holyhead, is it not?—Yes.

1670. Therefore, the principle which would apply to the one would equally apply to the other, would it not?—Yes, in ordinary weather, certainly.

1671. Therefore, so far as it goes, it applies equally to those two places?—Yes.

1672. And it is under the same heading?—Yes, it is.

1673. Therefore the time, whatever may be the period at which that statement commences, and the period at which it ends, which is the establishment of communication, would equally apply

apply to Holyhead as it would to Kingstown, would it not?—Yes, certainly.

1674. Lord *John Browne.*] But that return merely refers to the time getting the gangway out after the hawsers have been made fast, not to the time that it takes to get the steamer alongside the pier?—I presume that that time is kept, but Captain Priest will explain that most thoroughly.

1675. Colonel *Pennant.*] By whom is that return signed?—By Commander Priest.

1676. *Chairman.*] Do you consider that in all weathers steamers can go to both sides of that pier?—Certainly not; from what I have heard of the sea there, I do not think they could. I believe that, as a rule, on a few days in the year, but very few, if the sea is coming in from the northward they depart from the south side.

1677. How many days in the year do they do that?—Very few, I believe.

1678. How many days would you calculate?—I cannot say; Captain Priest will tell you the exact number.

1679. Do you know anything about the generally prevalent winds there?—I certainly do not know the number of times that they are obliged to depart from the south side, but have inquired about it from the masters of the vessels.

1680. Do you know of your own knowledge, or only from inquiry?—I do not know how many times they come in on that side.

1681. Do you think that if the pier was solidified that would make it perfectly safe in all weathers; with a north-west wind, for instance?—I think that that would make the inside of the pier perfectly safe.

1682. You do not think that that would make the outside safe?—I do not think that they would think of landing outside.

1683. Do you think that a breakwater running out and shutting in Carmel Point at the entrance of the bay, would prevent the swell on that pier?—I think it would enable the outside to be used on the few days that they would not be able to use it without the breakwater.

1684. How many days do you call a few?—I believe it does not amount to 10 or 12 days in the year, from what I have heard, but I cannot speak from my own personal knowledge.

1685. Would it defend the pier there?—I think it would enable them to start from the outside on the additional days, which they cannot now start, but the only difference would be that it would save them the trouble of swinging inside instead of swinging round the end of the pier, which you have heard from another witness is a question of time. They have three hours to lie there, and the longest time stated that it takes them to swing inside is an hour and a half, generally from half an hour to three quarters of an hour; it is merely the difference of trouble to them in swinging outside, and that only on a few days in the year. The steamer could start from the inside just as safely as she could from the outside, and it would literally only be a little extra labour for the men and the time of swinging, which never could interfere with the departure of the mails, because the time would not be one-third of the time they are waiting there doing nothing.

1686. Would not it be very objectionable, taking an hour and a half doing it, when you could do it in a much shorter time?—It is only a little additional trouble to the officers of the Company, and if they have got a good and safe pier to come into and start from, I think it would be most unwarrantable to expend a large sum of the public money, merely to save a certain number of men a little extra work about 12 days in the year.

1687. That is your opinion?—Yes.

1688. Do you know those piers marked blue on the map?—Yes, I do.

1689. Do you think they would be more efficient than the present one?—No; the first time I went to Holyhead, when I was on the Harbours of Refuge Commission, I expressed a very decided opinion that they were very badly planned, and I thought there would be an objection made to them, because the very objection that is made against this pier, that the swell from the north-east makes the vessel lie badly alongside, must apply more to that pier, at least to one side of it, as the sea would to run in along it on both sides.

1690. Lord *John Browne.*] Surely it is not intended to use the outside of those piers for vessels to lie alongside?—In fine weather they would use both sides, I should think.

1691. *Chairman.*] You make more objection, as I understand you, to those piers, than you do to the present one?—Most decidedly. I quite agree with Captain Payne, that he would prefer bringing his vessel in alongside the existing pier, to bringing it alongside those piers.

1692. You would therefore consider that equally an unjustifiable expenditure of public money then?—I think it would be a comparative waste of the public money; my own opinion, which I formed at that time, and which I have never seen reason to alter, is that the right thing would have been to putting packets inside the breakwater, and to carry them down to the bend of the breakwater.

1693. Do you consider that the breakwater is itself a waste of the public money?—Most decidedly not; I think there is very great value in the breakwater, but I do not think that the most has been made of the money.

1694. Do you think in looking at the blue pier, that there would be this difficulty, which seems to have been apprehended by others besides the commanders of the ships, that the packets would be disturbed by the running in of vessels seeking shelter?—Yes, I do; I quite agree with what I have heard upon that point. From the peculiar construction of this harbour, vessels taking refuge from the south-west winds can only come round and drop their anchors somewhere about here (*pointing to the Plan*). I think they would get in as far as those pencil marks, and that the harbour master could easily keep clear the part alongside the breakwater, or to the eastward, round that way. (*The Witness described on the Plan a method of arranging the vessels and the piers, which would obviate the difficulty which had been apprehended.*)

1695. Why do you say that that Plan is too late now?—All the expense that has been incurred on the present pier and the railway there, would be thrown away.

1696. Surely the blue piers have had nothing done to them now?—No; but another pier has been erected, which is quite sufficient.

1697. What is the expense of that wooden pier?—I do not know.

1698. Do you think there has been any enormous expense gone to?—I think there has been certain

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certain expense incurred, and that it gives every reasonable facility for those vessels; it is too late to give it up now and start a new one.

1699. Then entirely for the sake of this wooden pier, you would not go to any other expense?—I think there is accommodation enough, safe and proper accommodation for a large number of years, and that therefore it would not be justifiable to spend money in building new accommodation, and giving up that.

1700. Then, entirely on account of this admirable accommodation, which is afforded by this pier, you are of opinion that no further public money should be spent?—I think it would be wrong to make a wholly new pier out of the public money; that is to say, a new pier which would make all this expenditure useless, particularly as I believe that the eastern approach is a very good one; it might be a question between that locality, for the packet pier, and the one that I should prefer. I think there is a good deal to be said in favour of both, but certainly the one of all others that I should prefer, is not the blue pier running in a northerly direction. Whatever piers in that corner are used by steamers, I believe, should run in an easterly or north-easterly direction; something in the direction of the present pier.

1701. Therefore, one of the objections to those piers is, that they run in a northerly direction, and of course expose the vessels alongside to the northerly winds?—Yes; I think that the vessels would strain their hawsers and damage themselves.

1702. The present position is perfect, you think, excepting for those few days that the wind is in an adverse direction?—I think so.

1703. And those few days would be rendered harmless by a breakwater outside?—I think that it would improve it; it would let them use the outside of the breakwater, as well as the inside; the effect of which would be to save them the trouble on a few days in the year of swinging in half an hour or three quarters of an hour inside, instead of swinging round the end of the breakwater in a quarter of an hour.

1704. If the breakwater was made, it would make the present situation perfect, in your idea, would it not?—I think it would so far make it perfect that it would save this trouble, of half an hour's work, for a few days in the year.

1705. I understand you to say that the present pier is perfect, with the exception of a few days, and the trouble of swinging, and that the breakwater would do away with all that, and make the present still more perfect?—It would enable them to swing outside, instead of inside, which is a very trifling difference; but I do not think the breakwater, which I have seen on paper, would do so. I think it will be found practically, that in order to prevent the sea coming round the end of the pier, it would have to be carried out considerably further than the breakwater proposed; it would have to be carried out to the Stag Rock; not to be square with, but to overlap the end of the pier, and then it would be very expensive.

1706. Would shutting in Carmel Point be sufficient?—I think in that direction the sea comes in; the sea does not always come directly from that point; the point shut in does not always stop the sea, because it may come in and roll along the shore round the head of the pier. In this case I think it should go further out than what I have seen on paper.

1707. Do you think that this pier, which is so good for landing, is also convenient for passengers on a wet night, uncovered and exposed as it is?—I think it would be almost impossible, even with the most liberal outlay, to make it much more covered for passengers. I measured the distance when I was down there, and I found that the greatest space you could carry a roof over it was one-third of the distance from the carriages to the vessel's deck; they would still have to pass two-thirds of the way exposed, and in south-west winds, which are the wet winds, the remaining third the rain would beat under; therefore, I really believe it would be only a useless expenditure, while it would make the current of wind underneath far worse. Unless you shut up the side of it with doors it would not shelter them at all, and you would only shelter them one-third of the distance that they have to travel.

1708. Have you seen any similar thing in Liverpool?—I only know the ordinary landing piers in Liverpool, which are not covered.

1709. You do not know any sheds there which are made in that way?—I do not; but I know that in a somewhat similar case a shed has been found very objectionable, for it drew the wind and the rain right under it.

1710. You think it would be no advantage to that pier?—I think it would not.

1711. Do you think that the pier is solid enough for a shed of that kind?—I should doubt whether it was; but I think that a screen would be more valuable as sheltering the north wind from the steamer.

1712. Have you seen the one at Kingstown?—I have.

1713. Do you not think that that is a very great protection to the passengers?—They still have to pass the greatest portion of the way, nearly all of it, in the open; they have to pass the bridge and gangway of the vessel and a portion of the quay before they get under shelter.

1714. Am I to understand that you do not consider the shed at Kingstown any particular advantage?—Not to the passengers going straight from the steamer to the train; with a south-west wind certainly, from the situation of the pier, the rain must beat right into the carriage doors.

1715. Therefore those passengers who think it a great comfort must be under a dreadful delusion?—Certainly I cannot believe that it would shelter them, except as I have said, the last bit of the way from the steamer. If they had any rooms to go into, and had to wait there, certainly it might be a protection, but if they are going into the carriages, it would not be worth putting a shed for the last two or three yards when they have got to pass 10 or 12 yards, or whatever it is, exposed to the rain, the rain beating under the remaining two or three yards.

1716. That shed at Kingstown is of no actual value?—Yes it is, because there are spaces in the centre where goods are stacked, and things of that kind. I am merely speaking of the passengers going from the steamer to the carriages, which is the only point which we have considered in connexion with the requirements of a shed.

1717. In embarking goods, and property and luggage belonging to the passengers, is there no advantage in a shed?—While actually embarking and taking luggage to and from those carriages, the

the same thing applies as to passengers. I believe it would be scarcely any use at all; for instance, at Holyhead the pier runs in nearly an east and west direction, and southerly and south-west winds, which are the wet winds, would beat right underneath the shed, and must certainly reach the carriages, therefore the luggage of passengers would practically, after the shed was erected, be exposed to the same rain, because the shed would cause a draught underneath when it blew hard from the south-west.

1718. Are you aware that the Government proposed to solidify that pier, and put a shed upon it about a year ago?—I did not know that they proposed that; I know they proposed not to solidify it, but to close the apertures. I do not think that they meant to solidify it. I am clearly of opinion that an attempt to close it altogether might have the effect of throwing the sea up, and blowing up the platforms of the pier above; but I think that they can close it so far as to prevent any lift of the sea, and completely to break the sea inside. I am told even by the captains of vessels, that what has been done is a very great improvement; I was told so on the spot by them, and Captain Priest will tell you that it has greatly improved the pier.

1719. I want to get the word solidify, which was the word used by the representative of the Government in the House to the Irish Members; that they would solidify and place a shed upon it; neither has been done, and you are giving the reasons why it should not be done; that is an impossibility?—No; it is quite possible, but I doubt the advantage of it; you could drive the piles so close that there would not be the slightest space for the sea to come through.

1720. You mean that it is a thing which ought not to be done?—Yes; I would not recommend doing it, looking at the thing altogether, although it would be perfectly practicable; but I doubt whether it would meet the object for which it was intended, which was to prevent the lifting of the sea so that the steamer should not roll.

1721. You therefore object to putting up a shed?—I do.

1722. And you recommend that the Irish passengers should be left exposed to the weather, as before?—I do not believe that the shed would shelter them at all.

1723. Colonel *Pennant.*] That remark would apply to the stone part of the pier, as well as to the wooden jetty, would it not?—Yes, to every part of it, because any one can understand the distance which the shed would shelter them; the part actually over their heads would be about the distance from here to the map on the wall, or even less; they cannot carry it so close to the edge, because it would be in the way of the vessel.

1724. Lord *John Browne.*] How is it at Liverpool?—I do not know Liverpool much; but I think if you were to ask those questions from the captains of these vessels they would tell you that the advantage of a shed is quite as doubtful as I am telling you.

1725. *Chairman.*] Then you object entirely to a shed?—Yes; I like a screen much better.

1726. Then you think that the one at Kingstown is money thrown away?—I have not said so; I do not know what the use of it may be at Kingstown; if it was only for the passengers going by to the boats I think it was an unnecessary outlay; but if it was for putting goods and things underneath the centre of it, beyond the carriages, and stowing things underneath, out of the wet, then I conceive it may be of use.

1727. But with regard to passengers, a shed on a pier of that kind is no use, in your opinion, to passengers?—Certainly not, where it projects such a short way from the carriages that they must go two-thirds of the way outside the shed.

1728. If it is constructed as it is in other places, do you mean to say that the shed is of no use?—A passenger coming from the steamer, besides passing along the deck in the wet, has to come from the gangway two-thirds of the way to the carriage-door, exposed to the rain and wind, so that the shed would be built merely for that short bit that the passengers have to go, certainly on the whole distance, including the deck, not one-eighth of the entire distance; I think that they would go straight into the carriages, as they do now, and it certainly would not be worth while to put up a shed for that one-eighth, which shed would be a bad cover when the rain was vertical, and no cover at all when the rain was beating in on one side.

1729. If they had a screen down the centre of the shed, how could the rain beat in?—I will take the case of Holyhead: in landing, this shed would be of no use from the wet wind, which you want a shelter from; it is the south-west wind which is the rainy wind; in embarking from the north side, the screen will shelter the carriages, and, therefore, the carriages will shelter the passengers, but, with a south-west wind, when they are going a certain distance towards the vessel, by the time they get out of the shelter of the carriages, they would be at the limit of the shed.

1730. Would the shelter of the carriages prevent the rain tumbling upon their heads?—With a south-west wind, if they are embarking to the northward, the carriage will shelter the platform some distance from it nearly to the edge of the pier; I think anyone who went to examine into it on the spot, and really judged of the thing on its merits, would see that it would be a comparatively useless expenditure to put up a shed there.

1731. Have you looked at the improvements which are proposed towards the Admiralty jetty and the Camber?—I have seen one or two proposals; if you look only to the mail traffic of those steamers, I think the best mode of giving them a little more advantage and accommodation, and removing all objection to the use of that jetty, would be to remove the Admiralty pier altogether, which would lengthen the Camber a little, but I would leave the recess there for their spare vessel to lie in.

1732. It is not for landing that you propose that; it is merely as a place for the spare vessel that you propose it?—At present that vessel lies in the recess in the Camber, and outside that, there is the length of two vessels for one vessel to come into, and go ahead or astern in.

1733. Do you mean that from the point which they call the knuckle, near the lighthouse to the jetty, there is the length of two vessels?—I will explain it by this plan a great deal better than I can do by words (*producing a plan*).

1734. Does that plan represent things as it is now?—It represents it as it would be if the Admiralty jetty were removed, without doing anything else.

1735. Colonel *Pennant.*] With the corner rounded

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rounded off?—Yes, that is at present what is called the extension.

1736. *Chairman.*] Is that extension existing at this moment?—Yes.

1737. Does that represent the comparative length of vessels now in use?—Yes, that is the length on the scale of the vessels now in use, and it shows the space which a spare vessel could lie in, when the Admiralty jetty was removed, and then the vessel coming in would have the whole length to move in, which is twice her own length.

1738. If you lay a vessel alongside the outer pier, how would you get her round that point of the extension pier?—If she went ahead, she could go there.

1739. Will it allow her head to lie?—If she lay there, she could always secure with hawsers.

1740. You would not make any alteration, except taking away the jetty, and giving them the berth which they have now for the spare packet?—For the accommodation of those steamers, clearly not. If I was going to command one of them myself, I would rather have the Admiralty jetty taken away, and that recess left for the spare vessel, than I would have this Admiralty jetty and the spare vessel brought to that; because if this vessel did shoot too far ahead in going in, she has the other space to shoot in without risk of damage.

1741. What depth of water has she there?—12½ feet; but at the time she comes in and the time of starting it is never very low tide. There has been no objection made to the depth of the water. The fear might be that if the spare vessel lay outside, or if the in-coming packet did happen to shoot a little more than usual, they might strike there; but by keeping the spare vessel in the recess they might have the whole length of the pier and extension jetty for the other to lie alongside. If she did overshoot she might clear that vessel.

1742. Should you have to swing her there?—No; we swing now at its extremity (*describing the same on the plan*). Whether they use the north side or the south side, they would have the whole of this space to turn round in.

1743. In fact, you would leave the whole of the harbour and pier as it, with the exception of taking away the Admiralty jetty?—Yes, I would. I am speaking distinctly of those Irish boats only, shutting out all question of London and North-Western and Atlantic traffic that they talk about. I believe, speaking of present possibilities, that there could be no better way than to leave the spare vessel in the recess, and leave the extension part and that pier for the use of the packets.

1744. Is not that, practically, what is the case now, with the exception of the Admiralty jetty being there?—No, the Admiralty jetty is, practically, of no use to those boats; while going ahead a little too far, they might strike it, and that would be a very bad thing to do.

1745. Have they ever struck it?—I believe not.

1746. According to your own theory, there is no inconvenience, because an accident has never happened?—It is no use to them; it must either be altered or removed.

1747. Do you propose to deepen it?—If it was necessary along here I would deepen it; I have not heard that it is; I have heard that it is necessary if you let them go into the inner part, where the London and North-Western Company now lie, there you would certainly have to deepen and perhaps find some rock to take away. I think that little bit is the only space for general traffic, and I think you ought to give the public, generally, the inner portion of the berth, out of the way of the steamers, and you would then leave the whole of that accommodation entirely for the steamers.

1748. You object, on account of anticipated traffic, to giving up that inner pier to the steamers?—If the inner pier would be practically any benefit to them, or I could see that it would really give them any more safety or accommodation, I would not hesitate to give it them; but I believe they cannot have better accommodation than that outer pier reserved to themselves, with that recess for the spare vessel to lie in.

1749. Therefore, all that you propose, is to remove the Admiralty pier, and leave things as they are?—Yes; deepening, if necessary, the ground along there.

1750. Is that necessary, in your opinion?—If they run at the same time as at present, I believe it would not be necessary, because they do not go there at low water spring tides by the times they start.

1751. Is not a vessel always aground there, except at very high water?—That inner one at low water spring tides when in her berth grounds, but she is the spare boat.

1752. Do not they ground at the knuckle?—I believe not; I never heard that a boat lying outside grounds.

1753. Colonel *Pennant.*] Do you attach very great importance to the fact of the steamers coming in on the weather side of the pier?—No, I think not; generally speaking, irrespective of any question about hawsers, whatever sea there was, you would always feel it on the weather side; you would not have the shelter of the screen for the carriages, for people to go to and fro, and certainly the lee side is the advantageous side for landing and getting away.

1754. We have had evidence that it is far more desirable to bring your vessel upon the weather side of the pier in all cases?—It is more easy in every respect, of course; for if they came a little further from there, and drove closer to it, and if they did miss getting their hawsers, it would be of less consequence on the weather-side than on the lee-side. But then of course the thing that would be of consequence would be the time, and if it was blowing hard there would be more chance of a driving rain and swell on the weather-side, and therefore of course, it would be the exposed side for passengers to land and get to the carriages.

1755. I believe that opinion was given with reference to the construction of a breakwater on the outside, so that the ship would be in smooth water, and not in the sea-way?—I quite understand that; that would enable them to land there on those few days in each year, that they cannot land at present.

1756. Supposing that they had a breakwater, so as to enable them to bring their vessels upon the weather-side of this pier in all weathers, and a roof was constructed on that pier as they came up on the weather-side, the rain would beat in under that roof?—Yes.

1757. The roof would not prevent the rain from beating in on that side?—No; it would make it worse in reality, for it would draw both the wind and the rain underneath it.

1758. Supposing a ship to come on the weather-side,

side, the rain would always be liable to beat in on that side where they were landing, would it not?—Yes, certainly, for landing passengers, the lee side would always be preferable. There is one point upon which I have not been asked, that is the cost of this breakwater. I believe that the very least that the breakwater could be made for, would be from 40 *l.* to 50 *l.* per running foot, and I believe it will be found to cost according to the length that I have stated, from 60,000 *l.* at the least to 75,000 *l.*, or 80,000 *l.*, if taken to the Stag Rock, as a mere rough breakwater.

1759. Lord *John Browne.*] Are you an engineer?—I stated when I begun my evidence what position I held; I stated that I am a naval officer, but I have been employed as a surveyor, and I have been engaged on two harbour commissions, on which I have examined upon these very points some of the best engineers in the kingdom; therefore, I have had a great deal of information about the cost of this kind of work; and, roughly, I am quite confident that you will find that a breakwater, made far enough to shelter that pier properly, that is to say, longer than the proposed plan, or to the Stag Rock, will cost from 60,000 *l.* to 70,000 *l.* or 80,000 *l.*

1760. Did you hear Mr. Hawkshaw say that, in his opinion, it would not cost more than 50,000 *l.*?—No, I have never heard that.

1761. Would you set your opinion against that of Mr. Hawkshaw upon that point?—Certainly not; I was not aware that Mr. Hawkshaw had given the sum. I had not heard it, and my estimate is not so very much more, if he says 50,000 *l.* for the shorter plan. It must be remembered that I have said before that I believe it must be carried further than the proposed plan, and therefore if Mr. Hawkshaw said 50,000 *l.* for the plan proposed, certainly I am not differing very much from him in saying from 60,000 *l.* to 70,000 *l.* for a breakwater carried to the Stag Rock. One of the witnesses said it would be necessary to go further.

1762. Mr. *Herbert.*] That statement of yours is not assuming it to be smoothed on one side for landing?—No; merely as a breakwater above high-water mark, I suppose.

1763. Assuming it to be walled on one side, could you give us any idea of the cost?—I think it would cost then from about 60 *l.* to 65 *l.* per running foot, and I think that will bring it up to 80,000 *l.* or 85,000 *l.*; but if it is made a pier for vessels to come alongside, I cannot put it at less than 90 *l.* per foot run, which would amount to about 135,000 *l.*

1764. How many feet is it that you propose to make?—To the Stag Rock about, 1,800 feet. The estimate I have last given is for about 1,500 feet.

1765. Mr. *Milner Gibson.*] It has been stated by the commanders of the packets, that having to come to that extension berth would increase the risk very much to the ships, and make it greater than it is now; do you agree with that doctrine of bringing a ship alongside that extension berth?—I cannot think that it would increase the risk, because if they do not come quite close enough to the outer part of the pier, it is a great advantage to have length to shoot and get closer as they get in; and, certainly, rounding away the pier, and the reserve vessel lying in out of their way, I think would be rather an advantage, and rather prevent the chance of an accident when they shoot up to it. I cannot see that the extra length can be anything but beneficial, because it enables them to have greater length to vere and haul on in coming to the pier.

1766. You contemplate that they might continue to use that eastern jetty as they do now, but with the power of coming to the extension berth if they thought fit?—Yes; I think that by being clear always, if they overshot the mark at all at the outer jetty, they have all that length to go, and if they find that even after the sea has been prevented from coming through, a little swell may roll round at the head in northerly winds, which it generally does round the end of the pier, then, by going half the vessel's length more ahead, and lying just abreast of the lighthouse, they will be in a perfectly sheltered berth.

1767. Will she be lying in a place where she will be always available when wanted?—Yes, certainly; the vessel rests against her paddle-box, and the two ends are kept square entirely by hawsers; and if she has got a square place to lay her paddle-box against it makes very little difference if her two ends are a little further from the pier; she never touches the pier anywhere now, but by her paddle-box, and her ends are kept square by hawsers; therefore, if you have a straight place for her paddle-box, the pier is within reach for her bridges, right and left of the paddle-box, and she is practically as well alongside that pier as if she was alongside a straight one.

Veneris, 26° *die Junii*, 1863.

MEMBERS PRESENT.

Lord John Browne.	Mr. Lefroy.
Mr. Corry.	Lord Naas.
Mr. Dalglish.	Colonel Pennant.
Colonel Dunne.	Mr. Stansfeld.
Colonel French.	Mr. John Tollemache.
Mr. Milner Gibson.	Colonel Vandeleur.

COLONEL DUNNE, IN THE CHAIR.

Commander BENJAMIN P. PRIEST, R.N., called in; and Examined.

Commander *B.P.Priest*, R.N.

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1768. YOU are the Harbour Master at Holyhead, are you not?—I am the Queen's Harbour Master, and I conduct the packet service.

1769. You know the harbour?—Yes, very well.

1770. Do you know the wooden pier, where the Irish packets land?—Very well.

1771. Do you consider it sufficient for the landings of those packets?—The whole accommodation I do consider sufficient.

1772. Do you consider it safe?—Quite safe.

1773. In all winds?—Yes, in all winds; but I must beg to state, that I am not alluding now only to the Great Eastern Jetty, but to the whole accommodation given to the packets.

1774. I am merely asking with regard to the wooden pier?—It is safe.

1775. You think that it requires no amendment of any kind or sort?—They are going to put up a wooden screen to keep the wind off, and then I think it will be safe.

1776. Under the present circumstances, without any screen, is it safe, and has it been for some period?—I should like to divide that question; it has been, as you are aware, recently solidified.

1777. Do you state that it has been solidified lately?—I should like to explain that word, which occurs in the correspondence.

1778. I want to know whether you consider that this pier has been a safe and proper accommodation during the last few years for those packets?—No.

1779. It requires some alteration?—Yes, certainly.

1780. What alteration do you think it requires?—It has required what has been recently done to it, piles driven to solidify it; and I should like to explain the term as I go on. It occurred in a letter on which I reported, and I echoed the word. I use it as meaning "made firmer," and I think I am justified in using it in that sense, not as being a solid mass, but as being made firmer.

1781. You mean by solidified, that it is only made firmer?—In this instance it means only made firmer. I have referred to the dictionary, and I find that the word bears that meaning.

1782. What you mean by its being solidified is, that it is made firmer?—Yes, made firmer; it is solidified, but not solid.

1783. Has that been done?—It has been made firmer.

1784. Does it require anything further to be done to it?—Yes, it requires a screen.

1785. Has that been done?—It has not yet been done.

1786. Therefore, it requires both to be more solidified, in your use of the word of making firmer, and it requires also this screen to make it safe?—Yes, it requires the screen.

1787. Does it require nothing more?—The pier itself does not.

1788. And when the screen is placed there, and it is made firmer, then you consider it will be perfectly safe?—It will be safe; I confine myself to that.

1789. What is the difference between safe and perfectly safe?—There is a good deal of difference, I think. There may be an exception taken to the use of the word perfectly safe, with regard to the whole structure, which might possibly be swept away by a hurricane, but it is safe for all ordinary occasions.

1790. Do you think it would be safe in the case of northerly winds or north-westerly winds that may happen during the winter?—They would not use it in a northerly or a north-easterly, or a heavy north-north-west wind; there are other appliances for those occasions.

1791. Where would they go then?—On to the Extension jetty.

1792. Do I understand you to say that it requires something still further than is done to it at present?—Yes, something still further.

1793. Mr. *Stansfeld.*] Do you mean something further besides the screen?—No, nothing besides the screen.

1794. *Chairman.*] I thought you stated that it required solidifying in addition to the screen?—No, I believe that it requires nothing more to make it safe than the screen. I have a model here of the harbour on which I shall be able to explain it to the Committee. (*The Witness produced the model, and explained the same to the Committee.*)

1795. You state that in north-westerly winds they would not come alongside the wooden jetty but would go on to the Extension pier; that is a solid wooden pier, is it not?—Yes, a wooden pier abutting on a solid stone pier.

1796. Supposing

1796. Supposing a vessel in a north-westerly wind ran to go alongside the wooden pier, would she not find considerable difficulty in going round that knuckle and going to the Extension pier?—I think not.

1797. Not in a north-westerly wind?—Not in any wind.

1798. Would not it occasion delay?—It might cause five minutes' delay.

1799. Supposing she has to run for the wooden jetty, and finds the wind blowing very hard from the north-west, and she wishes to go further, what is the operation which would be performed?—The vessel comes in as close as convenient to the south side of the Great Eastern jetty; and receives her ropes, and by making a bow rope fast, and taking a stern rope below her head, can be canted the necessary 15°, or a point and a half to the north, and she will then be placed parallel to the nuckle.

1800. Can she lie in that position if there is another vessel in the Camber?—That is another question. If there is a vessel properly placed in the Camber, she can.

1801. But supposing it is not properly placed?—Then they have no business to put vessels in the way. I conceive that the captains of the City of Dublin Steam Packet Company's vessels have been very badly treated, and have had obstructions put into their way of getting into this Camber, which need not have been there, in my opinion. The usual place for the vessel to lie is alongside the north side of the Admiralty jetty; where they project, some 70 feet outside. With a vessel in that position it is impossible for any captain, however skilled he is (and I willingly give my evidence, as I have always done, that the officers of the City of Dublin Steam Packet Company are as skilful as any people I have ever seen in my life); but I say it is perfectly impossible, with a reserve vessel in that position, for the captain to bring the arriving vessel up, and bring her into the Camber at all; when the vessel is improperly placed in the Camber, they cannot do so.

1802. Would it not be a difficult operation to hit that point in a dark night?—I do not care how dark the night is, or how the wind is blowing: the arrival at this pier is both simple and easy.

1803. You think there is no danger in the cable parting?—No, not the least.

1804. If the cable parted, what would be the result?—They should get another on the shore.

1805. Is it an easy operation, getting another rope, in case of the cable parting, when it is blowing very hard?—We should not trust one rope; we should have a good many.

1806. How many cables do they use now?—At least four.

1807. And have those ever parted?—Yes, some of them frequently.

1808. Have you ever seen vessels come in there in a storm?—They have never tried it.

1809. Have you ever seen them come alongside the other jetty?—Yes.

1810. Have you ever seen great delay caused in coming alongside?—Yes, very great.

1811. What is the cause of that delay?—Because they choose to come alongside the Great Eastern Jetty, instead of coming up to the sheltered Extension.

1812. And you think that is their own fault, choosing to go along that inconvenient part?—I have no doubt they are ordered to do so, and they obey the orders, like most of us do.

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1813. Why is that order given?—That is inscrutable to me.

1814. Are you aware that that order is given; do you know that as a fact?—No, I know nothing about it; I only know that they do do so, and I conceive that they would not come to an exposed place if they could get a sheltered one.

1815. You are not quite aware of it as a fact?—No; I have nothing to do with the Company.

1816. You think it is an error in judgment if there is not an order?—Yes, certainly.

1817. You think that they should come up to the other pier?—Yes; this Extension was made for the purpose of being a place of perfect shelter, and I may add, that it was made at the request, and on the plan as Mr. Hawkshaw says, of the City of Dublin Steam Packet authorities.

1818. What object do you conceive is gained by their going to a bad place, when they have a sufficiently good one to come to?—I should be sorry to be obliged to find reasons for everything that the contractors do.

1819. You attribute it to some motive that the contractors have?—It is not my business to attribute motives; I only state facts.

1820. You state that they could go to the Extension Pier, and they do not go, and you think that it is in consequence of orders that they receive?—I suppose that the captains generally obey orders.

1821. How can you imagine an order given to them to go to an inconvenient, and bad, and dangerous place, while they can go, as you say, to one that is perfectly safe?—I can only state the fact; as long as they have an inconvenient landing place they escape the penalties; whether that has anything to do with it, I do not know, I can only state the fact.

1822. Are the Committee to understand that in order to escape the penalties, they run the risk of losing their vessels?—I do not say that.

1823. You say that it is dangerous, and that delays occur at the old pier?—I say that there is delay, and, perhaps, a little danger; but through the skill of the captains of the City of Dublin Steam Packet Company the danger is very small.

1824. The danger depends entirely upon the skill of the captains?—It generally does everywhere; an unskilful man may get into danger in the very midst of the harbour.

1825. Here it requires peculiar skill to avoid danger, does it not?—No, not peculiar skill.

1826. You state that they are the best and the most skilful captains that you have known?—I say, amongst the best; they are as good as I have ever seen; and I am very glad to bear that testimony to them.

1827. But those skilful captains choose to go to an inconvenient place, and where there may be some danger, when they have a place where they can be perfectly safe?—I presume, as I said before, that they have got their orders.

1828. And you conceive that they risk the persons and the convenience of the passengers by going to this place?—Certainly.

1829. You conceive that there is an inconvenience to the passengers in landing on this spot?—Very great.

1830. They get wet, do they not?—When it rains it may be so.

1831. Do you think that a shed could be put over

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over the pier?—That is an engineering question, but I anticipate that it could.

1832. Do you think that it would preserve the passengers from being wet?—That is very doubtful, I think; Holyhead is a very windy place; a calm is rather a rarity with us, and the jetty, as you know, is very much exposed. The rain, I conceive, would beat under the roof, and there would be also very great draught underneath, but I do not object to a roof.

1833. Do you think that placing a breakwater from about the Inner Platters towards the Stag Rock, so as to cover the point of that wooden pier, down to Carmel Point, would make it a more secure harbour, or would tend to protect that jetty?—Decidedly; it would do that, and it would do more; it would make us the laughing stock of the world, I think.

1834. That would be your objection to it?—That would be the result.

1835. Do not you think that the whole harbour is laughed at?—I think we have had enough of breakwaters there; we have had two or three abandoned projects.

1836. Do you mean to say that that would be no protection to the jetty?—It would be decidedly a protection; I said so before.

1837. What would make it a laughing-stock if it was a protection to the landing-place?—Because you would spend a sum of money, varying, according to the estimates, from 50,000 *l.* to 150,000 *l.*, for the purpose of protecting a space of exceedingly shallow water, not one-half of which would be available for any service.

1838. Would it give you the use of both sides to land upon?—We have the use of both sides now.

1839. In a northerly wind have you?—In a moderate northerly wind we have.

1840. When it is blowing hard, can you land on the north side?—No, not if it is blowing hard.

1841. How many times in the year are they unable to use the northern side now?—I cannot be precise, but I may say from 12 to 20 times in the year perhaps; that is giving a very liberal allowance.

1842. But they use the northern side now in southerly winds, in fine weather, do they not?—Yes; and in northerly winds too.

1843. When they are very light?—In all states of the wind and weather, except when it is blowing hard from the northward; and occasionally, though very seldom, when it is blowing hard from the southward; altogether amounting to about from 12 to 20 times in the year.

1844. What is the depth of water inside that piece of water which is proposed to be enclosed, which you say is very shallow; in fact, between the Inner Platters and the wooden pier?—In the neighbourhood of the Stag Rock there is about 20 feet at low springs. Inside the lighthouse stone jetty the water shoals to nothing; there is nothing but rocks, and 10 feet of water, decreasing to nothing.

1845. Between the stone jetty and the Platters the water is so shallow, is it not, that none of those large vessels could go there?—I meant to say half the space.

1846. Between the wooden pier and the Platters, what is the depth of water?—Between the wooden pier and the Platters there is from three fathoms of water to about 10 feet.

1847. Would vessels of the size of the packets be able at all times to go into that part of the harbour?—They would be able to go, of course, wherever there is 14 feet of water.

1848. Is there more than 14 feet of water; that is to say, more than their draught, in the space that I speak of, from the wooden pier to the Platters?—Supposing a line drawn from the Inner Platters to the Stag Rock, enclosing merely the space between the lighthouse and the projected pier, and outside it, in that space there would be water enough for the packets certainly.

1849. Have you seen or heard of a plan for removing the Admiralty jetty, and straightening the line from the extension pier inside, and deepening the water?—I have heard of it.

1850. What do you think of that plan; would it be sufficient for the packets?—I should like to have the plans which you are alluding to before me in some definite shape before expressing an opinion.

1851. The plan that I allude to is for removing the Admiralty jetty, deepening the water, and making it sufficiently deep for the vessel to run alongside, keeping this extension where it is now, and merely widening the pier, and deepening the water?—*Primâ facie*, I do not see the utility of making a harbour, and then filling it up with wood again; therefore I do not quite see why we should fill up that space; we have had enough of filling up at the extension pier.

1852. Do you think that any plan could be adopted there so as to improve the lying of those long vessels, and make it sufficiently deep?—I have very little doubt that we could deepen it, and we must either take away the Admiralty jetty or repair it very soon; it is nearly rotten, and the best thing would be to take it away. I think that would be a very judicious alteration, but I do not think I should advise the filling up of the Camber with wood, and it would be necessarily an engineering question, which I am not very capable of going into, to keep clear of the walls for fear of disturbing the foundation of the Lighthouse Quay, so that you would dredge some distance outside, but that is not material; you would dredge under the keels of the ships that come there.

1853. If a vessel is to lie close to the wall, must you not deepen the water there, close to the wall?—Not close enough to be dangerous; but that is rather an engineering question.

1854. Do you know what the bottom there is, whether it is mud or rock?—There is a good deal of mud and about six feet of gravel; there is no rock.

1855. Lord *John Browne*.] What part do you refer to in that answer?—I refer to the Camber.

1856. *Chairman*.] Is there rock under the Stores?—Yes, there is rock under the Stores.

1857. Therefore, there could not be facility for deepening much further than the Camber?—Not except by a very expensive operation.

1858. Are not the vessels in the Camber aground at low water?—Yes, at low-water spring tides they are.

1859. How low does the ordinary low-water mark come down there; does it come as far as the archway?—It comes further than the archway a good deal; it leaves the vessels dry up at the archway.

1860. To go up nearly as far as the archway, there would be a necessity for deepening on the rock, if you wished vessels to swing there, would there

there not?—There would be a necessity for deepening on the rock, if you wanted to deepen under the Stores.

1861. Could a vessel swing there in a southerly wind?—I could swing a vessel there.

1862. Do you think there is a facility for doing it?—Yes.

1863. Would not there be some risk in doing it, supposing it was blowing hard?—It is not such an easy operation as to swing her at the end of the jetty.

1864. Do you think she could swing at all with convenience, or without loss of time, outside the Admiralty jetty, supposing she lay in the Camber?—It is a long operation, but a simple one.

1865. You think it could be done?—Yes, decidedly.

1866. But the operation would be a tedious one?—Rather tedious for a long vessel.

1867. Would you not have to deepen the water a great way out, for that purpose?—If you begin to deepen in the Camber, you must deepen right across the harbour.

1868. What is the breadth of the harbour?—Four hundred and fifty feet from pier to pier.

1869. Then you would have to deepen 450 feet across?—Yes, at least that.

1870. And that is a muddy bottom, all across, is it?—That is a muddy bottom, all across it—mud and gravel; there is no rock there.

1871. Colonel *Pennant.*] Was that bottom examined by Captain Collinson and Captain Shepherd, at the same time that they examined the bottom of the other harbour?—I do not know. I have got the borings of the harbour in my office at Holyhead, and I state, from my own authority, that there is 4 feet of soft ground in the Camber, and the borings give about 6 feet of gravel, but no rock.

1872. *Chairman.*] There would be no rock to interfere with the deepening till you passed the Camber, and went up towards the Stores?—Just so.

1873. In case that plan was adopted, would you conceive that swinging a vessel inside, opposite the jetty, would be the way for her to get away, or is there some other way that you could suggest?—Yes, provided the Camber was made the point of arrival; but I should not advise that it should be made the point of arrival, except in very exceptional cases.

1874. Where do you conceive the point of arrival should be?—On the Great Eastern jetty always, when it is anything like fine weather.

1875. When it is not fine weather where should it be?—Whether it is fine weather, or whether it is bad weather, from the southward or westward, or from any point, any wind, excepting the north-east, round to perhaps about the north-north-west, I should use this Great Eastern jetty, decidedly.

1876. Notwithstanding the exposure of the passengers, and the inconvenience which you admit will arise?—But we hope that the kind of shed that you propose will add to their comforts, and the screen that I propose will, I am sure, do so.

1877. The screen and the shed, you think, will make it perfectly sufficient?—I think it will be sufficient.

1878. Are you aware of the plan for those piers marked blue?—Thoroughly.

1879. Do you conceive that they would be a great improvement upon the present landing-place?—Yes, decidedly.

1880. Would either of them be exposed to the north-west wind?—No.

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1881. Or to the north-east?—Yes, a little, but not mischievously.

1882. You think that they would be perfectly safe for landing?—Perfectly safe.

1883. And that they would answer all the purposes of convenience for landing the Irish mails and passengers?—By putting up the proper sheds and appliances, and whatever was necessary for the comfort of the passengers, I have no doubt whatever that the plan would answer every purpose.

1884. You think that the sheds on them would answer the purpose, but would not be so desirable on the wooden jetty?—I have not said so.

1885. Do you think they would be more easily placed in that position than on the wooden jetty?—Yes, decidedly, because it would be a stone jetty.

1886. Then the only objection to the other is its being a wooden pier?—I do not object to a shed at all, as I said.

1887. Do you know the expense of those blue piers?—I do not know of my own knowledge, but I am told that in round numbers it is somewhere about half a million.

1888. Do you think it would be worth while spending this half a million?—That is not my business.

1889. You say that it would make us the laughing-stock of the world to lay out 50,000 *l.* in order to render the inner pier safe, and yet you say it is not your business to give an opinion as to laying out half a million on the blue piers for the same purpose?—I am quite sure that that would not make us the laughing-stock of the world, because it would be excessively useful at all times and for all services.

1890. What service do you anticipate there?—I do not think that we shall stop short with those vessels running 15 or 16 knots any more than we have stopped at the nine or ten knots an hour of our youth.

1891. Do you anticipate any difficulty of those large vessels, in running round the point of the outer breakwater, where they are about constructing a lighthouse, being impeded by vessels running in and anchoring in that direction?—Not the least.

1892. Do vessels ever anchor there?—Yes, occasionally, and they can be easily removed.

1893. Do you think, as a harbour master, that you could prevent that so as to leave the passage clear?—Yes, I am certain of it.

1894. Where would the vessels anchor in that case?—As a rule, they anchor outside the blue piers; in fact, in bad weather sailing vessels cannot get to the blue piers; they cannot fetch in with the wind to the westward or southward.

1895. Do you see the streaks in pencil on that map?—Yes; they represent very tolerably the position in which the vessels generally anchor; but in heavy weather they come in and anchor wherever they can fetch, all over the whole of the bay, and on very rare occasions they are terribly in the way of the packets running to the present pier, causing great delay and great inconvenience.

1896. Is there no exertion made now to prevent that?—Certainly there is every exertion made; but there is such a heavy sea on the outer side of the roads there, that all the harbour masters in the world could not do it; but under the shelter of the breakwater it would not be

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difficult to prevent their anchoring, and their removal, if they anchored there, would be easy.

1897. If the vessels running in for shelter came in just inside that point of the breakwater where the lighthouse is projecting, could they be moved more easily than where they anchor at present?—But they do not come there; they cannot get there.

1898. If a vessel is trying to get into the inner harbour, you say that she cannot get inside the point of the breakwater?—I am speaking of gales of wind from the westward; vessels coming in with the short sail that they must carry at such times, cannot get close to that place, and they cannot get in the way of the packets if they tried.

1899. That is only a westerly wind; I want to take in every wind; supposing it is a northerly wind?—Then they are, of course, very easily moved.

1900. If a vessel comes in disabled at night, can she be moved?—Of course they can be moved; but it would not perhaps be desirable to move them.

1901. May not vessels drop in there in a storm for refuge, and may not the packet be also coming in at night, and find them in her way?—Precisely; the same thing may happen anywhere; we are not ubiquitous. I mean to say, that that place is very easily kept clear under all ordinary circumstances.

1902. Are you quite clear that that could be done?—I am quite clear about it; I have noticed it, and thought about it.

1903. Therefore, taking all the points of the harbour, you would prefer these blue piers as the place of landing for the packets?—Yes.

1904. Whatever the expense of it might be?—Yes, whatever the expense might be.

1905. Colonel *Pennant.*] Could you indicate upon that map what would be the track of the steamers coming in if they were to come to that blue jetty? (*The Witness described the same to the Committee.*)

1906. Would there be no objection in a steamer of increased length going at the increased speed which you speak of, in turning the head of the breakwater?—No, the turn is not so sharp; you can make all the turn if you like on the outside of the breakwater.

1907. Without going too near the lee-shore there?—Yes, you need not go near the shore; you can come as close as you like after the upright wall is finished there.

1908. Mr. *Corry.*] In bringing a steamboat to the berth which you indicated just now on the model, would it be requisite, in making the harbour, to steer close to the wooden pier, or would you steer more to the southward, so as to have a straight course?—I should prefer steering the usual course, coming in and checking her up by ropes.

1909. There would be no occasion for her to go into the shallow water nearer the rocks to the southward?—No, certainly not. I may explain that the position in which they have lately, within the last year or two, put the packets when they get them out of the Camber, is also rather in the way, because when a vessel is coming in with a northerly wind, if anything happens to her at the extension, she will very probably drop to leeward, and on the top of the vessel that is lying in a very improper place on the outside of the Admiralty jetty.

1910. You stated that even if the water were deepened inside the Camber, and the Admiralty jetty were removed, you would still in fair weather use the wooden pier?—Decidedly.

1911. In that case you would not think it advisable, would you, to erect permanent refreshment rooms and sheds upon the stone pier?—I would do anything that was necessary for the convenience of the public. There is no objection, I suppose, except the expense, to putting any amount of accommodation, or any amount of refreshment rooms there.

1912. If the pier could only be used occasionally, would it not be worth while to go to the expense of erecting permanent accommodation and refreshment rooms, which would be only used occasionally?—Perhaps in bad weather it may be just as well for the public to be sheltered as on ordinary occasions.

1913. With regard to the blue piers, do you think it would be requisite to construct both those piers, or would the eastern jetty be sufficient for the packet service?—I would rather leave it just as it is on the plan, with both piers.

1914. Would a single pier be safe?—Yes, quite safe.

1915. And if a single pier was made, of course the cost would be considerably reduced?—Yes, considerably.

1916. Colonel *Pennant.*] In the event of the pier becoming useless, in consequence of the shallowness of the water for any increased size of steamers plying between Holyhead and Dublin, would that pier become available for the common run of coasters trading to Holyhead?—Yes, certainly.

1917. The water would not be too shallow for that?—No.

1918. Therefore, in the event of its being necessary to erect a new pier for those packet steamers, that which is now used would be available for the coasting trade at Holyhead?—Yes, it would be available for the coasting trade, and for the increasing traffic by steamers, which, perhaps, may come there.

1919. Therefore, any expense which might be incurred in making a breakwater there would not be entirely thrown away, in the event of their being obliged to make a new pier for the larger packet steamers?—Certainly not. I may mention, also, an objection to the proposed breakwater for the protection of the wooden pier, that whatever liability there is to silting up, it would be a perfect trap to catch all the silt out of the old harbour, and out of the Alow river, which comes up there.

1920. Mr. *Dalglish.*] How long have you been at Holyhead?—Nearly six years.

1921. During that time your attention has been very much directed, has it not, to the arrival of the mail boats at the pier?—Constantly.

1922. Having had that considerable experience, is it your opinion that the present pier, called the Great Eastern pier, is amply sufficient for the arrival of the mail boats and the delivery of the mails?—The Great Eastern jetty, together with the extension, if properly used, presents good accommodation for the present packets running at the present time; I limit myself to that especially.

1923. And for the delivery of the mails?—Yes, and for the delivery of the mails.

1924. Then, in fact, this screen and this shed, which is proposed to be put up, would be entirely for

for the passengers, and not for the mails?—The screen would be useful for the boats; but the shed would be entirely for the passengers, and not for the mails.

1925. Do those boats pay any harbour dues?—None.

1926. Do the boats of the London and North Western Company pay any harbour dues?—They pay eleven-twelfths of the whole of the harbour dues of the place.

1927. What are those harbour dues?—A halfpenny a ton.

1928. That is a very moderate harbour due, is it not?—Very moderate.

1929. You have been asked questions about swinging a vessel: in your experience, is it more difficult to swing a vessel in the harbour of Holyhead than in the generality of harbours that you know?—Certainly not; I should say it is easier, because it is more contracted than many harbours are; and as there is length enough for them to swing in, the more contracted the harbour is the more sheltered it is.

1930. You do not consider, do you, that a vessel runs any great risk of loss in the actual swinging?—None whatever; and I say so most emphatically.

1931. Would it be possible, in your opinion, to construct a harbour at Holyhead which a vessel could enter and depart from without swinging at all?—I should be sorry to say that it was impossible; I think a plan could be devised for the purpose, but it would cost a good deal of money.

1932. You could not run the railway down to such a pier or such a jetty, could you?—You might do that also; for instance, if you were to put another wall to the eastward of the eastern pier without being joined to it (merely a wall running north and south), the vessel could then arrive and could depart in the same course by turning round as she leaves on her outward voyage.

1933. But she would not have protection; she must continue her course in order to bring her head outwards?—Yes; practically it could not be done.

1934. Will you show me the Camber upon the model?—The interval between the Admiralty Jetty and the Lighthouse Quay is called the Camber.

1935. From where the paddlewheel of the model now stands to the further end of the Camber, there has been a proposal to make piers, and fill up all that space, and put the necessary accommodation there, and take down the Admiralty Jetty, and deepen the harbour for the accommodation of those steamers; would that, in your opinion, be advisable?—I should prefer not filling up any part of the Camber.

1936. Would it not render it much less available, and give you a much shorter distance of wall or quay, if you made it a straight line from the point of the paddlebox there?—It would make it a much longer line of quay if you continue the line from the sheds along to the eastward, and you would make a very long wall; that is a matter of opinion; I do not think I should do it if I had any option in the matter.

1937. As Superintendent of Holyhead, as far as you can learn, you conceive that the accommodation is amply sufficient for the Mail Packet Service and the mail packets?—I think with the addition of a screen, and perhaps a roof, it is amply sufficient; but the latter will not add to the safety of the vessels; it is purely a matter of public accommodation.

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1938. That can be of no consequence whatever to the delivery of the mailbags?—None whatever.

1939. Then it is merely for the passengers that you would put up that?—Just so. I think for the vessels running at present the accommodation is sufficient; it might be better, but it is sufficient.

1940. *Chairman.*] You say it might be better?—Yes, certainly.

1941. Colonel *French.*] You have stated that the Steam Packet Company do not pay harbour dues at Holyhead?—They do not.

1942. Have the packets ever paid dues at Holyhead before the increased expenditure?—They are exempt by Act of Parliament.

1943. The entire of the harbour dues, I believe, do not amount to above 500*l.* a year?—The whole of the dues together amount to about 800*l.* a year.

1944. So that it is a very bad return for two millions of money, if it was a monetary speculation?—Very bad, indeed.

1945. Are vessels taking shelter in the harbour, but not trading there, charged harbour dues?—No.

1946. You do not know anything about what the harbour dues at Kingstown are, do you?—Yes, I do; 6½ *d.* a ton, I think it is.

1947. Do the packets pay those dues?—Yes, they do; they do not pay 6½ *d.* a ton; they pay, I think, 5*s.* a trip for the pier accommodation at Kingstown; it is a sort of commuted matter. I cannot say precisely what they pay; it comes officially under me every quarter, and I think they pay about 5*s.* a trip; but whatever it is, the Postmaster General repays the contractors, as he engages to do so under the contract.

1948. You stated, in your answer to the Honourable Chairman, that you considered the present wooden jetty quite safe for landing passengers and delivering mails?—I think it is safe, but it is not prudent to use it, as I answered, when the wind is very stormy from the north-east to about the north-north-west; the vessel, when it is stormy in those directions, should be taken to the Extension Pier.

1949. You stated that the wooden pier requires to be made firm; was that merely with relation to the screen and to the roof that is contemplated to be placed upon it, or to the security of the vessel?—To the security of the vessel, certainly.

1950. You expressed a very high professional opinion as to the merits of the officers of the City of Dublin Steam Packet Company?—I cannot speak too highly of them.

1951. But you stated that they always endeavoured to land at the jetty, where it was difficult to do so, and not at the Knuckle; and you described on the model where it was perfectly safe and easy to land?—It is safe if vessels are not put in their way.

1952. The only reason that you could suggest in explanation of that was, that you supposed that the captains have orders from the City of Dublin Steam Packet Company to do so?—I presume so.

1953. If you are assured, as I am, by the Manager of that Company, that there are no such orders given, how do you account for their doing that, taking into consideration the nautical skill and experience of the captains?—As I said before,

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no nautical skill in the world can get a vessel into the Camber when vessels are improperly placed in it. If you put a vessel ahead of me, with all my skill I cannot get alongside of the jetty without going through her.

1954. It is from the way in which the vessels are usually placed in the Camber that, in your opinion, they do not avail themselves of the opportunity of landing at the Knuckle?—It is very likely, if they have no orders.

1955. You gave your opinion (and rather a strong one) with regard to that rough breakwater, as to the necessity of which many captains have given evidence to this Committee; and you stated that laying out 50,000*l.* on it (I do not know whether it was the pier itself, or the persons who did it) would make them the laughing-stock of the world?—I should be very sorry to have anybody's name attached to it that I care about; I hope they will not put Mr. Milner Gibson's name to it if it is built.

1956. You have given a strong professional opinion in favour of what they call the Tuning-fork, those blue lines that are on the map?—Yes.

1957. Probably you are aware that it would be necessary, according to the evidence before the Committee, to expend the sum of 450,000*l.* in the construction of those piers?—Any sum of money that could be spent to further a rapid and safe communication between England and Ireland, I would spend; of course, that is merely an opinion of my own.

1958. You are aware, of course, that if those piers were constructed at this great expenditure, it would be open to all the north-north-east gales?—I do not anticipate any difficulty or danger from the north-north-east, or from the north-east, or from any wind that can blow on those piers; and I say that after long experience and after very serious consideration. The blue piers and a project of Admiral Washington were the two remaining out of a vast number of projected piers that had been fully examined; and these two were left for discussion at a meeting at the Admiralty, in January 1858, at which the London and North Western Company were represented. The City of Dublin Steam Packet Company were strongly represented, and I think the mercantile portion of the world were represented. I think there were somewhere about 30 of us, surveyors and all sorts of people, and, wonderful to say, we came to a unanimous conclusion in favour of those piers; and I have seen nothing to disturb that opinion since, with all my experience.

1959. But the Admiralty have seen a good deal to disturb it, because, after having contracted for the execution of those piers, they have determined not to build them?—I should be very sorry to answer for the sins of the Admiralty.

1960. You have stated that it would be a shorter line coming into those blue piers if they were constructed?—Yes, decidedly.

1961. But would not the course be directly through the anchorage ground for vessels seeking shelter in gales of wind?—No; as a rule they do not anchor there; the anchorage of the vessels in ordinary circumstances is very well represented by the pencil-marks on the map.

1962. The course that you have pointed out goes directly through the anchorage ground, as you have pointed it out to us, does it not?—The vessels can anchor there, and occasionally do anchor there now, because they are not prevented; but if those piers were in existence, I should have no great trouble in keeping the place clear, I am satisfied about that.

1963. Do I rightly understand you to say that you do not approve of the plan of deepening the Camber?—I have no objection to it at all; I think it would be a very good thing, but I do not want to fill up the Camber. If it were left to me I would leave it as it is, and take away the Admiralty Jetty, and deepen the harbour.

1964. What I understand you to say is that you do not think that deepening the Camber would be a sufficient substitute for the construction of those blue piers, supposing the two schemes were before you?—If the two were before me, I should infinitely prefer the two piers; that is a scheme for all time.

1965. As far as the Camber runs, I believe there is no rock?—As far as the Camber runs, there is no rock.

1966. But even in the Camber itself the spare vessel is constantly aground for want of water, is she not?—No; only at low-water springtides.

1967-8. It would require to be very considerably deepened and very considerably widened, would it not, to enable a vessel to swing from it, if you carried it on as part of the landing-pier?—The proposal, as I understand, is to do away with the Camber; by taking away the Admiralty Jetty it becomes all a part of the harbour; and now the Camber is merely a sort of canal without an exit, a *cul de sac* in fact.

1969. When the Camber was proposed to be done away with, it was also proposed to carry along the solid pier, and to deepen it so as to allow vessels to come further up; do you approve of that?—Yes; I should see no objection to that; it would be a very good thing, I think, but still I prefer infinitely the blue piers.

1970. Mr. *Milner Gibson.*] You say that they do not come to the Extension Berth when the weather even seems to render it desirable to do so?—No, they do not; they have on rare occasions been in there, but never from stress of weather.

1971. The objection probably is that they do not come there because the reserve boat, lying in the Camber as they place her, is in their way, and that they might risk running into her?—That is very possible.

1972. When the weather is such as to render it desirable to come to the Extension Berth, could not they get your permission to remove that reserve packet, and put her on the other side of the Admiralty Jetty, so as to be entirely out of the way of the incoming packet?—That permission is always readily given. It has been asked, and in all cases given, and always will be where there is the least shadow of an excuse for it. I do not like to place the packet unnecessarily in that position for several reasons: it interferes with the vessels entering the harbour, and it interferes, almost fatally in certain winds, with the vessels of the London and North Western Company, whose only place afloat is the part to the south of the Lighthouse Jetty. If a vessel should be there, with a strong wind from the southward or south-westward, it would be almost impossible to get her out clear of the packet; and the packet herself is an obstruction to the harbour, and there is no necessity for her being there in any other case than in a strong north or north-easterly wind.

1973. As regards the Dublin Mail Packet Service, their case would now be met, would it not, if the reserve packet was put outside upon those occasions

occasions when they wanted to come to the Extension Berth?—It appears to me that they have got all that they have asked for in that way.

1974. If a permanent berth could be found a little further up the harbour, such as you have described, for that reserve packet, then the Extension Berth would be always available to them whenever they chose to use it?—Always.

1975. And the reserve packet would be in safety, and also available when wanted?—Precisely so.

1976. Is there sufficient depth of water to keep her afloat?—Not in the present state of the harbour; but I presume you are going to deepen the water at that part.

1977. Supposing there was a sufficient amount of depth, so that the reserve packet would lie in a position to be always available, the incoming packet could then always come into her berth without running any risk of collision, could she not?—Quite so.

1978. With regard to the question of coming to the Extension Berth, it has been stated that there is considerable danger, because they must take a larger circle, so as to approach the rocks to the southward in coming into that pier: is it necessary to alter the course of a vessel so that she shall point to the Extension Berth outside the entrance of the Holyhead Pier, thus coming nearer to the rocks to the southward; do you think it necessary to alter a vessel's course opposite the pier, and to point to the Extension Berth if it is intended to go there?—I do not.

1979. Have you ever commanded a steamship of the length of these Dublin mail-boats?—The last ship that I commanded was nearly twice their size, and considerably longer.

1980. You base your opinion upon your own experience of the handling of a larger ship than any ship belonging to the Dublin Steam Packet Company?—I do.

1981. Mr. *Corry.*] What was the ship that you refer to?—The "Himalaya."

1982. *Chairman.*] What was her length?—She was 375 feet long.

1983. The City of Dublin Company's boats are 350, are they not?—Yes; she was 25 feet longer than those vessels, and she was 3,550 tons burthen, and they are 1,800, I think.

1984. Mr. *Milner Gibson.*] Can you inform the Committee what the delays have been of the packets, beyond the contract time?—Unfortunately, there is no contract time for the packets as distinguished from the railway; but I have good information that, at the beginning of this contract, there was a sub-contract between the London and North Western Company and the City of Dublin Steam Packet Company, by which the latter company were to perform the voyage from Kingstown to Holyhead and the converse in 3 hours and 45 minutes from the time of departure from one pier until their gangway was established at the other.

1985. The expression, "contract time," which I made use of in my question, refers to that sub-contract?—I have no hesitation in saying that the delays have been due to the want of speed in the packets generally.

1986. The question that I asked you was as to whether you knew what the amount of the delays have been; how long they have been behind time?—That varies very much.

1987. Have you drawn any average?—I have a return with me of all the passages which they have made; and by this return we can estimate the values of the two piers, by which you can see how much worse or better the Kingstown Pier is than the Holyhead Pier.

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1988. *Chairman.*] Can you tell us generally what has been about the average delay of the packets coming from Kingstown to Holyhead?—I should think the average might be from 20 to 25 minutes behind time.

1989. Colonel *Pennant.*] That is independent of the establishment of any gangway communication?—Yes; that is independent of any communication by gangway.

1990. Mr. *Milner Gibson.*] For what period of time is that return?—This return goes from the 1st of October 1860, the first establishment of the packet service, up to the end of last month.

1991. What proportion of the delay, if any, is attributable to the defective accommodation at Holyhead Pier?—At Holyhead it is worse than Kingstown by about half a minute.

1992. The question is, how much of the 20 minutes, when they are behind time, is due to the defective accommodation at Holyhead Pier?—None of that 20 or 25 minutes is at all due to that; I have another estimate of that. The voyage is estimated from the time they cast off the rope in departing from one pier until they arrive abreast of the pier of arrival, that is the voyage; then any time occupied in making fast the vessel and establishing communication by gangway, is another estimate; and again, from that time until the last mailbag is landed, is another estimate. All these we take separately; and I think that a fair estimate of the value of one pier, as compared with the other, is to take the average time from the time of arrival until the last mailbag is landed on one side and on the other, and compare them; and by comparing them I find that Kingstown is just half a minute ahead of Holyhead.

1993. Colonel *Pennant.*] How do you make out that half a minute; is it by taking the average speed over a certain number of times?—I took the average of the whole two years, and the number of voyages.

1994. Dividing it by the total length of time occupied?—My practice is to take the sum and divide by the number of days, which gives the average for the month; and then I sum up the average of all the months, and divide by the number of months: that is the way in which I have arrived at it.

1995. That half-minute would not represent the comparative loss of time on any one given day, would it?—No; there are some few occasions when the delay has been as much as 35 minutes, and in one case 43 minutes; which has been due, I think, to the fact of their going to the Great Eastern Jetty when they ought to have gone to the Extension Jetty.

1996. *Chairman.*] What has been the longest time they have been delayed in Kingstown?—I think about 13 minutes.

1997. It has never exceeded 13 minutes in Kingstown, and it has been 43 minutes in Holyhead?—Yes; it is only the delay in communicating by gangway that I am alluding to now. I find, on referring to the return, that 11 minutes is the longest time at Kingstown.

1998. Was that from the time of effecting communication by gangway to the time of landing?—No; from the time of arrival up to the time of communicating by gangway; it was a delay

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a delay in arriving alongside till the gangway communication was established.

1999. Mr. *Milner Gibson.*] Do you say that the packets are 25 minutes behind, generally, in arriving at Holyhead?—I should be sorry to say that authoritatively; that is my impression; it is about 20 to 25 minutes. As a rule, 35 minutes is allowed between the proper time for the arrival of the packet and the despatch of the train.

2000. To what is that loss of 25 minutes attributable?—To the want of speed, and the saving of coals.

2001. Is it a want of speed necessarily belonging to the ship?—It is owing to the saving of coals no doubt.

2002. I suppose there is a very considerable saving in diminishing the speed in that way, in the expenditure of the Dublin Steam Packet Company?—Very few people realise it; the difference of the consumption of coal between going 15 knots and 16 knots varies very nearly as the cubes of those numbers, so that the expense of the last knot is very considerable.

2003. Colonel *French.*] Do you know what amount of coals they burn?—I cannot say precisely.

2004. Mr. *Milner Gibson.*] Can you form any estimate of the saving to the Company by the loss of this time on the passage between Kingstown and Holyhead?—I have no doubt whatever, in my own mind, that the saving in oil and tallow, wear-and-tear, and coals, amounts to at least 10,000*l.* a year.

2005. When they have lost 25 minutes on the voyage, do you think that they lose on the average half a minute more by the accommodation at Holyhead not being as good as it is at Kingstown?—That is the estimate for the whole time; but in the present state of the pier, that will be a high estimate; for the future it will be a very high estimate, and I should say that even that half a minute is due in a very great degree to the large loss of 43 and 35 minutes going alongside the Great Eastern Jetty, instead of using the perfectly sheltered Extension. If we were to eliminate those numbers, the 35 minutes and 43 minutes respectively that have been lost by going alongside the Great Eastern Jetty when they ought to have come into the Camber, I think the value of the accommodation at the Holyhead Jetty would be a few seconds only below Kingstown.

2006. If those occasional great losses of time were removed from the averages, it would reduce it to something inappreciable?—Yes, very small.

2007. You think that if they could be induced to use this Extension Berth, whenever the weather permitted it, so far as establishing communication at Holyhead with the shore is concerned, there would be no greater loss of time than at Kingstown?—I do not think there would, if it were judiciously used.

2008. It has been stated that it is very desirable that, in order to avoid loss of time, those ships should always come alongside to the windward of the pier, so that it is necessary to have always a sheltered weatherside; and that is why the breakwater, I am told, is suggested: what is your opinion upon that?—It is a very easy way of getting alongside, and would enable the contractors to reduce the number of their men probably, and be very easy for the captains; the engineer would bring the ship alongside instead of the captain; but, as the comfort of the passengers has been much referred to, I may say that I think they would hardly be pleased, when it was blowing very hard, to be placed on the weatherside of the jetty. If you put a roof, or whatever appliances you use to cover them from the weather, the rain must inevitably beat in under, and wet them to the skin. I should rather prefer to get to the leeward if it was properly screened; I think it would be better, and quite as easy.

2009. It is proposed to have this outer breakwater, in order that the packets may use the north side of the present jetty with northerly winds: if they used the north side of the present jetty with a strong northerly wind, what would be the condition of the passengers landing upon those occasions?—If there is any rain, the rain would beat under the roof, and of course they would get wet through; I do not see that the passengers would be otherwise affected.

2010. They would be exposed to the weather, would they not?—Yes; they would be exposed to the weather terribly.

2011. Would not it be better, so far as the passengers are concerned, that with those strong north winds they should land upon the lee side of the extension berth?—Decidedly.

2012. In fact, the only persons that would derive an advantage from always having a sheltered weather-berth for the ships would be the City of Dublin Steam Packet Company, who would be saved some trouble and some labour in hauling the ship alongside?—I think that is all; they ought to have every accommodation that can be given to them, but I do not think that with a screen the difficulty of getting alongside to the leeward will be appreciable; it will be very easy to get alongside to the leeward when the screen is put up, and I doubt whether they will ever have any trouble again.

2013. The effect of the wind upon a vessel, making it difficult to haul her alongside, would be very much lessened by a screen, would it not?—It would be very much modified indeed.

2014. Mr. *Stansfeld.*] Supposing those improvements made, the Admiralty Jetty taken away, and the Extension Pier lengthened, even then it would be less than twenty times, as I understand you, that they would find it advisable to use that Extension Pier?—I do not think they would find it advisable to use it five times in the year.

2015. Lord *Naas.*] Do you wish the Committee to understand that those delays in the arrival of the boats occur entirely irrespective of the weather?—No. Of course there are occasions when they are delayed by the weather; all those are estimated by the officer of the Post Office who is on board (a lieutenant in the Navy, who is under my orders), and recorded in the journals; but he does not allow a delay by a fresh breeze as a stoppage beyond control.

2016. Can you tell the Committee how much of those 25 minutes, which you say they are generally late, is on the average attributable to weather, or attributable to circumstances over which the Company have no control?—Probably six or seven minutes; but I do not speak authoritatively upon that point at all.

2017. Has the speed of those vessels been accelerated lately?—Yes; since this Committee was moved in the House, it has been wonderfully accelerated.

2018. Would you furnish the Committee with an account of the difference between the speed since this Committee has been appointed, and the speed before?—I have only got it to the end of

of last month, unfortunately, and not for this month. On May 12th we had the down night mail at 4h. 26m.; on the 13th, 4h. 23m.; on the 14th, 4h. 20m.; on the 15th, 4h. 19m.; on the 17th, 4h. 8m.; on the 18th, 4h. 5m.; on the 19th, 4h. 5m.; on the 20th, 4h. 5m.; on the 21st, 3h. 53m.; on the 22d, 3h. 53m.; on the 23d, 3h. 54m.; on the 24th, 3h. 48m.; on the 25th, 3h. 43m. (which is remarkably well; it is within the time); on the 26th, it was 3h. 50m.; on the 27th, 3h. 51m., and so on.

2019. Was there any difference in the weather in those two periods?—Certainly not; not to account for the differenee.

2020. Are you in a position to inform the Committee whether you think 3 hours 45 minutes is an unfair, or an improper, or an unsafe rate of speed for those vessels across the Channel?—I think it is fair, and proper, and safe; I do not know any rate of speed that is not safe in fine weather.

2021. You think that the vessels are perfectly capable of doing it in that time in ordinary weather?—Perfectly capable.

2022. And the only thing that prevents it is the question of expense?—That is my opinion.

2023. Do you wish the Committee to understand that, in your opinion, it would cost the Company 10,000*l.* a year more than it does now to make the voyage average 3 hours 45 minutes?—That is my opinion.

2024. Will you state to the Committee what is the nature of the works which the London and North Western Company propose to erect in this inner harbour at Holyhead?—They propose to dig a sort of canal from about the position of their present shed, abreast of it, to the southward of the jetty, and so on up past their present establishment, and away to the southward again, nearly as far as the Royal Hotel; and they propose to erect on the western side of the harbour a long pier, from their present establishment right up to the head of the harbour on the western side.

2025. That will be a tidal harbour, will it not?—There will be always water up to their own establishment for their own vessels drawing about nine feet.

2026. From the digging of this canal?—Yes, from the digging of this canal.

2027. Have they made borings and surveys and sufficient inquiries to justify them in saying that this work can be performed, and that the canal can be dug?—I have no doubt about it myself; I cannot see any reason to doubt it.

2028. The bottom will not be sufficiently rocky to prevent their doing it?—No; there are 36 feet of mud at the top of the harbour; the piece of rock, which appears to me to be the only obstruction, lies to the northward of that.

2029. You have no doubt in your mind that these works will be carried out?—No; I have none at all.

2030. Has your attention ever been directed to the formation of a packet pier upon the Great Northern Breakwater?—Frequently; I have had schemes without number placed before me, which I have considered.

2031. Do you think there would be any great difficulty in making a work of that kind?—I think it would be a great pity to do it; it would obstruct the useful part of the Refuge Harbour too much, and it would also do away with the part of the harbour which may, possibly, be very useful for large men-of-war.

2032. What part of the harbour do you refer to?—Along the large breakwater.

2033. Why do you think that it would interfere with the use of that part of the harbour by large men-of-war?—If the packet establishment is there, a man-of-war could not come there, and there are a great many other objections.

2034. Are you of opinion that, eventually, there will be a large naval establishment in the form of a quay made there?—I do not see any present prospect of it; but in the event of a war, we must make Holyhead a port of repair for the ships in St. George's Channel (there is no doubt about that); and we ought to have a place to embark troops from, when wanted for immediate service in Ireland.

2035-6. Having in view those great objects, do you not think that the establishment of a quay for the departure of the packets there would very much facilitate instead of obstructing those arrangements, because if the Admiralty wanted to use it they would find it there readymade to their hand?—There would be an increased objection to the process of swinging in a large harbour than there is in a small one; without the aid of what they call the turntable round the end of the quay, the latter is a very easy operation. They would have to swing, in the way which has been described, by ropes only; they would not be able to use their steam much.

2037. Do you mean that there is not room, then, to turn round under steam in that large space inside the harbour?—Certainly not, under steam; it requires an immense space to turn those vessels round under steam.

2038. Would there be greater difficulty in swinging round there than there is in Kingstown Harbour?—They do not swing in Kingstown Harbour, except round the jetty.

2039. Would there be any practical difficulty with a vessel of this length in turning her head round from a quay made upon that great breakwater?—That would be done with the loss of time, as I have described, as compared with turning round the pier; and they ought to have every facility for turning their vessels round, because the time which they have to coal in and clean the ship is in some degree limited: you expect when you go on board the packets to find them very clean; and if they cannot coal in time, they cannot polish the vessel up.

2040. Would there be any greater difficulty in coming into a quay made there than there is in coming to the present pier?—They would lose a great deal of time.

2041. Comparing the present pier with a pier upon the northern breakwater, why should that be so?—I conceive that you would lose one-and-a-half minutes or two minutes, because you would have a sharper turn.

2042. Would not the distance be shorter?—I think not.

2043. Would the turn be more sudden?—You may make the turn as sudden as you like; you have the whole space of the ocean outside to do it in.

2044. The angle to be made in arriving at that point would be less than the angle in arriving at the present pier, would it not?—Yes; but you have a mile and a half of breakwater to run along.

2045. But the distance for the whole extent, if you make the proposed quay a straight line, is not quite as great as from the point of the breakwater to the present pier, is it?—There would be

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be a little more turn, and the difficulty of turning would be greater.

2046. Would there be any difficulty in keeping the course clear?—None whatever.

2047. Is there always smooth water in there?—Yes, except with an east-south-east wind, but nothing to hurt the packets at any time.

2048. What would be the length of railway that it would be necessary to make to get to that point?—I cannot answer that question; there would be a good deal of tunnelling, and it would be a very expensive piece of railway.

2049. If it was ever intended to make a naval establishment at this place, it would be necessary, would it not, to make a railway to it?—I think the railway would be made alongside the shore of the harbour; but it would not be advisable to have passenger traffic alongside the shore of the harbour, if it could be avoided; it is very dangerous, and we had enough of that in the old harbour at Holyhead.

2050. You think the curve would be too great?—No; I think it is dangerous for horses, and people and children, and so on; we do not like railways running on a level through towns, if we can help it.

2051. Still, a railway could be made from the present railway to the north breakwater, of the same nature as the railway from the station at Holyhead to the pier, could it not, without much difficulty?—It is rather an engineering question, but I do not see any difficulty myself in it; to make anything like a decent curve, you must tunnel, and you would have to go through a good deal of property.

2052. Any work made there would be of a permanent character, I presume?—I do not think there is any intention of doing anything of the kind just yet, but whatever there is ought to be of a permanent character.

2053. Mr. *John Tollemache.*] The time in which the vessels should accomplish the voyage under the contract is about 3 hours and 45 minutes, is it not?—Yes.

2054. Are you of opinion that those vessels would accomplish that distance in ordinary weather if the coal was not spared?—We have a very good proof of that in this return.

2055. Therefore, if the Government could enforce the penalty, all those packets would keep their time?—I have no doubt that they could; the contract is for the whole time from London to Kingstown.

2056. Therefore, if such a landing-stage could be erected so as to enable the Government to enforce the penalty, you have no doubt that the whole service between London and Kingstown could be accomplished within the proper time?—If that could be done, but I doubt whether any power exists to do it just now.

2057. But if the landing-stage were made sufficiently perfect and sufficiently safe to enable the penalties to be enforced, then, I suppose, that could be done?—Yes, it could be, certainly; their co-contractors would take very good care that they kept their time in that case.

2058. Do you think it is utterly impossible to make the present landing-stage so perfect that the penalty might be enforced?—It is hardly a question for me to answer; I have my own opinion about it; but much wiser heads than mine have been occupied with it, and therefore I should not like to say.

2059. You have no doubt that if the penalties could be enforced, the packets would then keep their time punctually?—I have no doubt that we should get the contract performed perfectly well, because it is in the power of the vessels and in the power of the railway.

2060. If any large outlay were sanctioned, are you in favour of the blue piers?—Yes.

2061. Would it be valuable as a breakwater as well as a place of arrival and departure for the packets?—It would have a very considerable effect in sheltering the harbour from the south-east winds, which are very mischievous winds; it would shelter the small craft from those winds.

2062. Lord *John Browne.*] You stated that you have in your office borings of the bottom of the old harbour, by which you are enabled to state, as a matter of fact, that the bottom, as far as the root of the Admiralty Jetty, is nothing but mud and gravel?—That is all.

2063. And above that is rock?—The part above is rock.

2064. When were those borings made, and by whom?—I think they were made by Mr. Rendel; I am not sure.

2065. But they are accurate borings made by competent engineers?—Yes; they have been made by competent people.

2066. Have you ever been in the habit of going on the pier in dark nights at the time that the packets arrive?—I have done it occasionally, but very seldom.

2067. In your opinion, is there not a difficulty in bringing those steamers alongside the wooden jetty, with a strong north-easterly wind?—Yes, very great.

2068. It is difficult to judge of the distance from the steamer to the jetty, is it not?—Yes, very difficult.

2069. Unless they are close to, they cannot get hold of the hawsers, and the steamer is apt to be blown off?—Very likely. I am speaking now of the jetty as it was; it is very much modified as it is.

2070. Would not that be entirely removed if a straight line were drawn from the Knuckle to the root of the Admiralty Pier, and the steamer brought alongside there in shelter?—If there is any difficulty in getting round the Knuckle, in the way I have described, there is equal difficulty in getting round the Knuckle to get to that straight pier afterwards; but I do not see any difficulty.

2071. Would not a steamer coming in steer a straight course for that part of the pier?—They can do that now, if they like; they have 40 feet to repose against a little beyond, and in case they are outside they would have some 400 feet to run up.

2072. But at present, they must go into the Camber if they steer that course?—There is the Knuckle, which runs at an obtuse angle of about 166 degrees, and that same angle would subsist when the Camber is filled up in the way your Lordship has described it; it would be running east and west, I suppose.

2073. If it is a long pier, a steamer could come straight in to that long pier, could she not?—Yes, subject to the same objection which I have had put to me here, that they go in a little further down to the leeward, toward those rocks. Of course, they would have to come farther from the Great Eastern Jetty, and in order to go a straight course, they would have to go farther down towards the rocks.

2074. But

2074. But only a very short distance farther? —A very short distance.

2075. Not sufficient to incur any danger?—None whatever.

2076. Mr. *Lefroy.*] Am I right in supposing the result of your evidence to be this: that you would have no improvements made that would be expensive; that you would have a screen upon the pier; but that you would not go to any other expense unless the blue piers were to be built?—That is my opinion; I would deepen the harbour by all means, if it could be done.

2077. If those blue piers were at a future time built, could the present Extension Pier and the wooden pier be entirely dispensed with?—Yes, decidedly.

2078. Would the blue piers, in your opinion, answer every purpose for steam-vessels to Ireland; and in case of a very great number of vessels being collected in the harbour in the event of war, would the blue piers then be useful?—Yes, they would be very useful, and would answer all purposes.

2079. You have admitted that there are some necessary improvements to be made for protecting the vessels coming to the present pier in certain winds; you are against the breakwater on general grounds, although you admit that it would afford a sheltered position?—Yes, decidedly it would afford shelter.

2080. In case the breakwater was given up, would you look to making improvements inside where the Camber is at present, as a place to which vessels might always come with safety?—We have nearly enough accommodation for the present general trade of the port, but we should be very glad to have a place for the casual steamers which come in from Bristol occasionally; we have no place now where we can put them afloat.

2081. From your experience as harbourmaster, are there not many occasions when it is dangerous for vessels to approach the pier, and also very difficult for passengers to land without being greatly annoyed by the weather?—Decidedly it is so; but to meet that we have got (what I have often represented before) the Extension Berth, perfectly sheltered from all winds. The Extension Berth is to meet the case: on those few occasions when the Great Eastern Jetty is exposed to strong winds from the north-east to the north-north-west, then the Extension Jetty comes in as an admirable place for landing the passengers and the mails and everything with security and comfort.

2082. In the case of this Extension Berth being made useful for all such occasions, what would be necessary to be done to it in order to make it comfortable for the passengers; would you put a shed upon it?—You may put a shed upon it, certainly.

2083. Could a vessel in those winds come up to that Extension Berth without making great improvements at that part where the Camber is?—I should have no difficulty whatever in bringing a vessel up there now, and I can see none.

2084. *Chairman.*] You stated, did you not, that the Company would probably save 10,000 *l.* a year now by the decrease in speed?—Yes.

2085. And you also stated that you believe that there must be some cause for them to go to an improper place, or at least a less proper place than the wooden pier, and that they do not go to the Extension Berth, but prefer the wooden pier, because it gives them an excuse for being late?—I should be rather sorry to put it in that way; you force me to put that construction upon it; you put to me question after question till you force me to it. I decline to find reasons for those things; I merely state facts.

2086. In a Report laid before Parliament, there is a letter of yours in which you have stated that more directly than you have stated it here?—I am quite ready to stick to every word I use in my correspondence; I will adhere to every syllable.

2087. Will you read your letter?—The letter to which the Honourable Chairman refers is dated the 21st April 1863: "Your letter of yesterday, No. 4445, directs me to forward any observations I may have to offer on a letter of the City of Dublin Company to the Treasury, dated 13th March 1863, of which you enclose extracts; I have the honour to report accordingly. At the beginning of last year it was proposed to fill up the Great Eastern Jetty with solid timber, roof it over, and erect on it a screen or screen-wall; engineering difficulties have, however, prevented its perfect solidification, but it is now in process of being strengthened in such a manner, that already a very sensible difference is seen in the shelter afforded by it in northerly and north-easterly winds, while with all other winds its shelter is excellent. The screen-wall, I believe, is also to be proceeded with, and, perhaps, the roof; but the last will, obviously, not affect the security of the vessels alongside the jetty. When these works, now well advanced, are completed, I believe the means of landing and embarking, arriving and departing will be, if not all that could be wished, yet sufficient; but to make it so, we must require, on the part of the contractors for the mail service, a reasonable desire to do the work for which they are most liberally paid, joined to a little forethought and some system; and then it will be found that the process of embarking and disembarking mails and passengers will be, in all weathers and at all times, rapid, safe, and easy."

2088. Have you not stated in one of your letters that it is the interest of the Company to delay?—I say it is their interest, because the longer they make the journey the more coals they save.

2089. Would not it be the duty of the Government to enforce a contract from the non-performance of which the public suffer?—I cannot answer for the Government.

2090. Are you not the official organ of the Government as to the time within which the passage is performed?—Yes; but the right to inflict the fines was given up by the Secretary of the Treasury (a very competent authority) for two years, and it has not been since enforced; why, it is not for me to say.

2091. The contract ought to be performed in a fixed time; and you have reported officially, have you not, that that time has not been kept?—Frequently: but I have no way of knowing when the service has not been performed by the up-mails until the end of the quarter, when certain returns are sent to me. I do not know the time of arrival at Euston-square.

2092. After a certain period you obtain that information, and you are able to state the time which has been lost on the whole service?—Yes.

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2093. You say that the Holyhead packets are frequently beyond their time?—Yes, very frequently.

2094. Therefore, they are liable to a penalty if the Government chooses or is able to inflict it?—Decidedly. I do not say the City of Dublin Steam Packet Company merely, but the contractors generally.

2095. But you are not aware why the Government do not choose to do so?—I do not know that I can answer that question. I have no official cognisance of it further than any one else here has, from the correspondence.

2096. You see from that correspondence, do you not, that the Company deny the right of the Government to inflict penalties?—Yes, certainly; I think so.

2097. Is not that denial based upon the non-performance of the contract on the part of the Government?—That is the view which the Companies take; whether it is a just one, I am not able to say.

2098. The view which they take, whether right or wrong, is that they have not sufficient landing accommodation, is it not?—That is the view that they take.

2099. Would you put in the different returns about the periods of arrival, and the delays, whether at sea or on land?—I think that would come better from the Post Office.

2100. Have you got an account of the delays between the arrival and the communication by gangway, in detail?—Every detail is sent up to the Post Office by me, daily, and the Committee can obtain them without difficulty from them.

2101. Do you contemplate putting up two sets of sheds, one on the temporary pier and the other on the Admiralty Pier, for the protection of passengers landing; one to be used in fine weather, and the other in rough?—It would be very desirable to make the passengers as comfortable as you can; but whether that is a national object is another thing. I think it is a very good thing.

2102. You stated, did you not, that you would wish the inner harbour to be deepened, because it would give more room for steamers for Bristol?—No, I did not say that. I should be very glad to have accommodation for the steamers that come in occasionally from Bristol, because I have got none; but I would not think of recommending the deepening of the harbour for that one purpose.

2103. I want to confine your answers to the service with Dublin entirely; for that service should you wish to see the harbour deepened now?—I should be very glad of it, if the walls would bear it.

2104. Do you think it would be advisable?—I think so.

2105. Colonel *Pennant.*] Could you give the Committee any idea of the average time which would be required in getting a vessel's head round which was lying abreast of the Extension Pier, and the time which would be required in getting her head round when she was lying against the wooden jetty, so as to enable her to get to sea again?—I should think it would take about three times as long to get a vessel round in the harbour as it would take by going round the end of the Great Eastern Jetty.

2106. What time does it require to get round the end of the jetty?—I think a quarter of an hour or 20 minutes; I have not timed it exactly.

2107. Would it take three-quarters of an hour to get her head round when lying outside the Extension Jetty?—I should think, very likely, it would take fully that time, taking into account the circumstances that when you wish to get the vessels round from there it is bad weather.

2108. How long is it before the vessel goes to sea again?—About three hours.

2109. Do you think that that is ample time to enable them to get the vessel's head round, and coal?—Quite time enough; but we should be very glad to give them all the time we can. I know the difficulty of coaling, and getting a ship clean and tidy again; I have had a great deal of experience of that, and, therefore, I should be very glad, as far as I am concerned, to give them full time.

2110. You think there is ample time for those operations, and to enable them to go to sea again even from that port?—Yes; I think that they do not coal at Holyhead at night.

2111. *Chairman.*] They generally coal at both sides, do they not?—No; the practice is to coal the day-vessels on the Holyhead side, and the night-vessels at Kingstown; but they may coal a casual vessel at Holyhead at night.

2112. Mr. *Corry.*] Is it not the case that when the service was performed by the Admiralty, by the "Llewellyn" and that class of boats, the rate of speed was considerably greater at first than it was after the service had been performed some time?—Yes, certainly. I have a rough return of that for part of 1848, for 1849, and for 1850, and I see by that that the "Banshee," in August 1848, accomplished the voyage in 3 hours 57 minutes, and she kept up that speed pretty well for the next year; and then towards the end of that year it fell off to 4 hours 8 minutes, 4 hours 35 minutes, 4 hours 10 minutes, and 4 hours 12 minutes: the quickest, in March 1850, was 4 hours 5 minutes, so that there was a sensible deterioration, certainly.

2113. Are you aware of the cause of that falling-off?—When their boilers get old, it is sometimes necessary to take some weights off the safety-valve.

2114. Was it found that the vessels could not bear the strain of being forced against a heavy sea at the former rate of speed?—I do not think there was much in that.

2115. Is there any objection of that sort in the case of the present boats?—One of these boats, on the 9th of February 1861, shipped a very heavy sea, and put back to Kingstown Harbour in consequence.

2116. You think that they could perform the passage in $3\frac{3}{4}$ hours, without any very heavy strain, under ordinary circumstances?—Yes, under ordinary circumstances, certainly. One would expect a little delay from a fresh breeze, and that delay would not be allowed them; but anything approaching to a storm would be allowed them.

2117. Would the construction of the blue piers expedite the landing and embarking of the mails?—Yes, certainly. You save nearly four minutes in time in coming to the blue piers, as compared with the time now occupied in coming to the Great Eastern Jetty.

2118. About what would you estimate the whole saving of time, comparing the landing and embarking at the blue piers with the landing and embarking at the present pier?—The whole saving of time might be about five minutes.

2119. Colonel *Pennant.*] At an outlay of nearly

nearly half a million of money?—Yes, it would be about half a million.

2120. Mr. *Dalglish.*] Are the Committee to understand that the loss of time, which averages from 20 to 25 minutes, takes place on the voyage between Kingstown and Holyhead?—I should not like to state that positively; whatever loss is estimated on the voyage, that estimate is based on the performance of the voyage only.

2121. You make the calculation, do you not, that the whole time lost between the arrival at the pier and making their first rope fast, and landing their passengers on the pier, is no more than a difference of a half a minute as between Kingstown and Holyhead, on the average?—Yes.

2122. Could you give the Committee any opinion as to the average time consumed at Holyhead in coming alongside the pier, and making fast and landing the passengers?—The average of the time occupied, from the time of arrival until the last mail bag is landed, which involves the establishment of a gangway and making the ship fast and all, at Kingstown, is 4 minutes 24 seconds, and at Holyhead it is 5 minutes 6 seconds.

2123. That is a difference of half a minute?—Yes; and they have become very much more expert than they were when they first began, for the time of landing the mails now at Holyhead is less than it was at the beginning at Kingstown.

2124. Do you suppose that any pier could be constructed by which the facility for landing would be so much increased as materially to reduce that five minutes?—I think you might save two minutes of it.

2125. By what construction of pier?—By having a well-sheltered pier, and facilities for the captains to get alongside it, I think you might, perhaps, save two minutes, or a minute and a half.

2126. As I understand it, the loss of time is from 20 to 25 minutes on the average in the voyage, and under the very best construction of pier you would only save two minutes in landing?—But you must add the four minutes which are due to the better situation; there are four minutes due to the actual shortening of the voyage, and that would be added on to that two minutes.

2127. That is at the tuning-fork pier; but could you, with the present pier, make any alterations which would materially reduce the time?—You might save half a minute, and I think you might make it quite equal to Kingstown under all circumstances by putting up a screen and using the extension when it is advisable to use it.

2128. Colonel *French.*] You stated the time which the Admiralty vessels, such as the "Banshee," and the "Anglia," and the "Scotia," took in making the passage; was not that time reckoned from lighthouse to lighthouse?—Yes, I allow six minutes for the difference between that and the time from pier to pier.

2129. You stated, did you not, in answer to a question by the Right Honourable President of the Board of Trade, that from your own experience in laying a larger and, in fact, a longer vessel than the Holyhead packet beside a pier, you were enabled to give an opinion as to what time it ought to be done in?—No, I do not think I said that.

2130. You stated that you have had personal experience in laying a larger vessel alongside the pier?—I have had that.

2131. You were commander of the "Himalaya"?—Yes.

2132. Did you ever lay the "Himalaya" alongside a pier more than once?—Not once, but scores of times, I should say.

2133. In Kingstown?—I have been all over the world; my experience goes to that extent.

2134. My question refers to Kingstown?—I have only laid her alongside the pier once there.

2135. You had some considerable difficulty in doing it, had you not?—I never experienced any difficulty whatever; I know it was said so, and it came to my ears that one of the captains of the City of Dublin Steam Packet Company, who was a little angry with me for something that I did not deserve, said, "Captain Priest need not be so captious, he got into difficulties in Kingstown harbour, and was obliged to send for the harbour master to get him out." The next time that I saw the harbour master I asked him when it was that I was in difficulties in Kingstown with the "Himalaya," and that he was obliged to get me out, and he said that that had never happened; that is, perhaps, the story to which the Honourable Member refers.

2136. Did not the "Himalaya" get aground at the Victoria Wharf?—Yes; after I got her alongside, the tide fell, and she rested on the ground because there was not water enough to float her at low-water.

2137. You gave an opinion that the 20 to 25 minutes delay in making the passage by the City of Dublin Company was attributable to their not using the quantity of coal that would be required to maintain the necessary speed?—I am of that opinion.

2138. But are you aware what quantity of coal they use?—I am not.

2139. Then you went further, and you attributed the shorter time in which the voyage was lately accomplished to their using an increased quantity of coal; have you any idea what that increased quantity of coal is?—I go on philosophical principles; I do not go and see what coal they are burning, but I form my own opinion, and have various means of doing so; I know that to get a speed of 15 or 16 knots an hour will require a certain quantity of coal to be consumed.

2140. But you cannot say whether they used that quantity of coals or not?—No, I do not know anything about it.

2141. Then your opinion, so far as the expenditure of coal goes, is a mere conjecture, as to which you have no actual knowledge to base an opinion?—I have actual knowledge that they are burning more coals now than they did.

2142. Could you state what quantity?—I would rather not do so.

2143. You have kept a very accurate return of the times that the Dublin steam packets have been late upon the voyages making an average of 20 to 25 minutes?—I have distinctly said that I would rather not give that average, except as a mere guess.

2144. Are you not aware that there have been times since the commencement of the contract when the London and North Western Railway Company, and the Chester and Holyhead Railway Company, have been late?—Yes, I am aware of that also.

2145. Have you any papers in your possession that you could enable us to put side by side with

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with that return to which you have alluded?—I have none; but the Committee can get it from the Post Office. All those returns are in the Post Office, and can easily be obtained; but when I make this average I assume, although there is no stipulation in the contract to that effect, that by their sub-agreement with the London and North Western Company, they are bound to perform the voyage in the time I mentioned, 3 hours and 45 minutes, that is, to the time of communication by gangway; but I would not wish to be understood to say that there is any breach of contract involved, if they are five hours on the voyage; that has nothing to do with the Post Office; if the Railway Company make up the time, the Post Office do not care how it is made up.

2146. So that, in fact, according to the contract with the Post Office, if the journey from London to Kingstown is performed in 11 hours, it makes no difference whether the steam-packet does the voyage in half an hour under its time, or half an hour over its time, provided the deficiency is supplied by the land service?—Precisely; but one must not forget the condition of the unfortunate passengers, because you are hurried from pillar to post; if the steamer is behind the time, you are bustled out on to the jetty into the carriages with your luggage, and directly you get up to the station, away you go.

2147. Would it be any better if we had to wait half an hour on the pier?—You would have time to shake yourself and look about you, recover from your sea-sickness, and get some refreshment.

2148. Are the passengers not kept at Kingstown Harbour a considerable time, starting?—Perhaps so; the contract states that the vessels are to leave at a certain time, and they leave at that time; if they do not, somebody is asked the reason why.

2149. They send the mails off to Kingstown, do they not, and leave the passengers a quarter of an hour behind?—I believe that is the fact, sometimes.

2150. Colonel *Vandeleur.*] You express a very strong opinion respecting the blue piers; are you aware that Captain Sulivan, of the Board of Trade, expressed an equally strong opinion against those piers?—I am aware of that. I was here at the time, and I am sorry to differ with such an eminent authority, but I cannot but hold my own opinion.

2151. He stated that they were badly planned: that the sea would run in along both sides of them, and that it would be a considerable waste of the public money to construct them. You are not of that opinion?—No; I am very sorry to differ from it.

2152. Mr. *Dalglish.*] You have had considerable experience in the management of steam-ships, have you not?—Yes, very great.

2153. You have told us that the difference, say, between 15 and 16 knots an hour, was as the cube of those numbers?—Yes, that is the general calculation.

2154. That is the general theory, found correct, I presume, upon practice?—Yes, the resistance varies, as the square of the velocity is the standing law; but we find it approaches the cube in practice, *i.e.*, taking friction into the account.

2155. All that applies, I presume, to the consumption of fuel?—Yes, that is the power used.

2156. And, of course, to the tallow and the other things that are used, and the wear and tear of the vessel?—Yes, of course.

2157. Have you ever had occasion to calculate what was the amount of per-centage between 15 and 16 knots an hour?—I have done so, but I do not remember it just now.

2158. Is it somewhere about 18 per cent.?—I think it is about that.

2159. There is, therefore, theoretically, a possible saving of coal, amounting to 18 per cent., by running at 15, as compared with 16 knots an hour?—That is the practice combined with the theory, and I think it is tolerably correct.

2160. Supposing the reserve boat instead of lying inside the harbour lay at moorings in the outer harbour, would she be safe?—There is no objection whatever from anybody, I think, to the reserve vessel lying in the Camber on nearly all occasions, we will say 19 days out of 20; she is there convenient for any little repairs that may have to be done; she is there very convenient for fitting her stores and putting things on board, and for the owners generally, and for the captain, and the officers, and crew. On the twentieth day there is no difficulty, as I think I have shown, in putting her in such a position in the Camber that she will be practically out of the way; but if the contractors think that my plan of admitting the arriving vessel into the Camber while the reserve vessel is lying there is too hazardous, an opinion in which I do not at all share, as a *pis aller* she might go to the new harbour.

2161. You have not understood my question, which was, whether the reserve boat, if she was placed at moorings in the inner part of the outer harbour, would be safe?—Quite safe.

2162. Would she be available for service when wanted?—Quite.

2163. What is the objection to her lying there, where she would be altogether out of the way of the Camber?—The difficulty of getting her out of the harbour, under certain circumstances of rare occurrence, would be the objection.

2164. If there is a difficulty, she is not available when wanted?—Difficulties appear to me to be made in order to be overcome, but we need not put difficulties in her way.

2165. What difficulty would there be?—In a northerly wind, which is the only time when we should care to have her there, there would be no difficulty; but at certain other states of the wind and weather, it would be difficult to get her out; I should not like to ask a man to get her out of there on a dark night, in certain exceptional states of wind and weather.

2166. *Chairman.*] Altogether you do not think it advisable?—I do not think it altogether advisable; I should have no hesitation in putting her there in a northerly wind, or on any but exceptional occasions.

2167. Colonel *Pennant.*] If she were to lie out there, and you found it necessary for her to go into the inner harbour in order to get her ready for her voyage, you would have to swing her round before she got to sea?—Yes.

2168. Colonel *French.*] You stated that in 19 cases out of 20 there was no objection to the Company's spare vessel being in the harbour?—Yes.

2169. In your report of the 28th of November 1861, you say, alluding to a statement of Mr. Watson's, that the directors of the Company were obliged to anchor the reserve packet in the new harbour. "This occurrence took place, 30th November 1860, on and long prior to which date the extension had been occupied by the Company

pany as a lie-by berth for a spare packet; I had never approved of this though I had not formally objected, for reasons set forth in a letter which I enclose"?—Yes; but perhaps the Honourable Member will read the rest.

2170. "The 'Ulster' arrived with her engines damaged; two spare packets were in port; the 'Munster' at anchor in the outer roads, and the 'Leinster' at the extension jetty, with her head out, apparently ready for service. Instead of using the 'Leinster,' which was placed so that mails and passengers could at once proceed on board, the 'Munster' was ordered to replace the broken-down packet; and more than four hours elapsed before she was ready to proceed. The mails were thus delayed from a cause which I consider avoidable; I am not aware that the directors were called on to use the extension as a lie-up berth in consequence"?—The "Leinster" on that occasion had been 15 days lying in the Camber.

2171. Are you aware that the answer given was that the "Leinster" was not ready for service, that the makers of the engines had been engaged in alterations for which they required the vessel alongside?—Then I think she ought not to have been there as a reserve vessel; she ought to have been at her moorings. A reserve vessel means a vessel ready for sea; if the contractors want that as a repairing berth, nobody is disposed to give it them, neither the Admiralty nor anybody else.

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2172. Except for the accident I suppose the "Ulster" would have gone out?—I am not authorised to inspect the boats, so that I know nothing about their internal state. The "Leinster" had been lying in the Camber 15 days, and I had every reason to think she was available for sea, as she was in the place usually appropriated for the reserve vessel ready to take the mails; if she was not ready to take the mails she ought not to have been there.

2173. She was there according to Mr. Watson's statement for repairs?—Then she had no business to be there. That is the berth that they propose to have for the vessel about to take the mail—not for a repairing berth.

2174. You admit that there were two vessels there?—No, one was in the outer roads; she ought to have been in the Camber, and the "Leinster" ought to have been away from the Camber when the repairs were being done.

2175. The whole of the delay took place, did it not, on account of the damage to the engines of the "Ulster"?—That is a delay for which, according to the contract, they are liable, and which the Post Office has nothing to do with.

Captain ARTHUR MACGREGOR SKINNER, R.N., called in; and Examined.

2176. *Chairman.*] YOU are a Captain in the Navy, are you not?—Yes.

Capt. *A. M. Skinner*, R.N.

2177. And you were the harbour master of Holyhead for some years?—Some years back I was.

2178. You are, therefore, perfectly well acquainted with the locality?—Yes, I think so.

2179. Do you know the wooden pier at which the present packets land?—I do not.

2180. Do you know where the situation is?—Yes, I know where it is; it is five years since I was at Holyhead, and it has been built since; but I know the locality very well.

2181. Do you think that it is a safe and satisfactory place for the landing of the present packets?—Not having been there since the present long packets have been in use, I cannot speak personally to that; but I have strong opinions upon the point.

2182. Do you know the old stone pier?—Quite well.

2183. Do you think that that was a satisfactory place for the landing of passengers and mails?—Not for the new packets, but it was sufficient for the old ones.

2184. Do you know whether the sea, if it breaks in over there, would be likely to affect the new pier?—Yes, I should certainly think it would; there is a good stretch from the north breakwater to that.

2185. What is the nature of the shore to the southward of it?—Rocky.

2186. Do you think it would be dangerous for larger or longer ships to go in there?—It would not be exactly dangerous; but, certainly, it would be very inconvenient for landing from the packets.

2187. You know the Admiralty jetty and the Camber?—Yes, well.

2188. Do you think that if that quay was made there for vessels to lie alongside, it would be a satisfactory place for a station for the packet service of Ireland?—If it was extended, as I see it on the map now, it would perhaps be sufficiently sheltered.

2189. Do you know what has been called the extension?—Yes, I understand it thoroughly; in fact, I have made a tracing of it, and if the Committee will allow me, I will put it in (*delivering in the same*). It was traced from the Admiralty chart. Some years ago, when I was there, there were disputes about what would meet the wants of the new packets; I consulted with the commanders of the packets, and got all their opinions, and I sketched out a plan which met their wishes; that is the plan upon this tracing; and I understand from Mr. Watson, that at this day that plan meets all their wishes. It would, in my opinion, give all the protection required for the mail packets, and free them from all danger of collision with vessels in the roads. I allude to the plan traced out, with the head of the pier resting on the Stag Rock.

2190. Are the Committee to understand that this is the plan that you proposed for that harbour?—Yes; by placing its head on the Stag Rock it would keep the packets going in and out clear from the vessels lying in the roads, and it would relieve the harbour master from a great deal of trouble. It would also give the City of Dublin Steam Packet Company plenty of space for their vessels lying by, and it would give them every accommodation that they could wish.

2191. It has been stated by Captain Priest that the inner part, that is to say, from the point of the solid piers, across to the Platters, would be very shallow and useless?—There is 15 feet of water there at the mean of low-water springs.

2192. That is, drawing a line from the point of the outer stone pier to the Inner Platters?—Yes; in tracing it upon the map, I see 13 feet, 13 feet, and 15 feet. Close to the pier head it is shallow, certainly; but inside that there is 14 feet, and 11 feet, and so on.

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2193. What is the draught of those large vessels?—Fourteen feet.

2194. Still, you think that that projected breakwater would completely shelter any extension of the original stone pier that is laid down on that map?—Yes, certainly.

2195. It would shut out the point at the entrance to the harbour?—Yes; it also provides the Packet Company with a suitable place for a gridiron, a matter of much consequence where speed is so requisite, and would be cheaper, I believe, in the end than any plan yet proposed.

2196. Have you any idea of what the expense of that would be?—I have not. I advocated this plan seven or eight years back, after consulting the commanders of the packets and other officials of the Dublin Steam Packet Company; but I was laughed at at the time.

2197. Then this breakwater, in fact, is the plan that was submitted by yourself?—Yes.

2198. Have you ever considered the removal of the Admiralty Jetty, and the making a berth inside for the Packet Company, which would be perfectly sheltered also?—No, I have not.

2199. You are not aware whether the water could be deepened at the Camber?—I have no doubt that it could be deepened at the Camber, but I have not given my attention to that.

2200. Are you acquainted with those blue piers which you see on the map?—Yes.

2201. Do you consider that they are advantageous for the landing of the packets?—I think they are, but I think that my own plan is better.

2202. What are the objections which you would make to those blue piers?—The chief is the difficulty that the packets will meet in going in and out.

2203. Do you think that the vessels would anchor in the way, and so impede the entrance of the steamer at night?—I think it probable that they would do so in certain states of the weather; they come there at all hours of the night and day, and it would be impossible to keep those ships out of the way.

2204. That is between the point of the pier and the projected point, where the lighthouse is to be, at the end of that arm?—Yes, the point of the blue pier, the intended head of the pier.

2205. Do you see the part of the map there streaked with pencil-marks?—Yes.

2206. Do you think that a number of vessels would lie there?—Yes; but I would wish to keep the refuge harbour entirely free from the packet harbour, and make them two distinct things.

2207. You think it desirable that that should be done?—Yes; in the first place the Packet Company are satisfied with this plan, and I do not know of any other which does satisfy them.

2208. Do you think that at those blue piers, vessels running alongside in northerly and north-westerly gales would be exposed?—No, I think not. When that plan was considered, they were to come on either one side or the other, according to the state of the weather; and there was sufficient breadth between them to wind the vessels to go to the other pier, if they chose.

2209. Do you think that that would be satisfactory, or sufficient for the accommodation of the Dublin postal service, if completed?—I think so, but with that danger attending the running in and out.

2210. That is the objection which you make to it?—Yes, and no other.

2211. Are you aware of what the expense would be?—No, I am not.

2212. Have you made any calculation?—I heard in this room, accidentally, that it would cost 450,000*l.*

2213. Do you think it worth the while of the nation to build piers of that kind, for the postal service from Dublin to Holyhead, at an expense of 450,000*l.*?—I think it is always better to lay out a good deal of money at first; and I think that if a large sum had been applied to it at first, it would have been far better. I think my own plan would be cheaper and more efficient.

2214. And satisfactory?—Yes, and satisfactory.

2215. Do you think that there is any place within that new harbour which you could suggest as a place of landing?—Certainly not inside the Platters.

2216. There is no place which you think so convenient as the present landing-place for the Dublin packets and the postal service to and from Dublin?—No; I have been always in favour of the old harbour.

2217. You think that it would be perfectly complete with this breakwater that you propose?—Yes; and it would be cheaper than any other plan.

2218. Colonel *Pennant.*] You have been accustomed to bring vessels into the Holyhead harbour; do you think that there would be any greater difficulty in bringing a vessel in under the breakwater, at that part of the breakwater which lies in a horizontal position on that map, than in bringing her into that part where the blue pier is marked?—You have to cross the Fairway, and there is always risk attending that.

2219. You would have to do that equally in both cases, would you not?—No; according to my plan, you go round the refuge harbour entirely.

2220. But with regard to the comparative difficulty of bringing a vessel round the breakwater up to that horizontal part, and bringing her into the blue pier, what is your opinion?—I would rather take her round the refuge harbour.

2221. Colonel *French.*] In 1854 you were the harbourmaster at Holyhead, were you not?—Yes.

2222. And you called the attention of the Admiralty to the advisability of extending the breakwater?—Yes.

2223. But your plan was, I think, to have extended it in a straight line?—No; Mr. Rendel said so in his letter, but all that I asked for was extension. Mr. Rendel, previously to that, had always talked of making what was called a bell-mouth to the harbour; and he stated, contrary to my wish, that he would carry it out to the north-east: I know that what he said implied that, but I never thought it worth my while to contradict it.

2224. Will you state what your plan was?—My plan was to carry it out as it is; but I did not state that, because I thought that no one would think of anything else.

2225. Mr. *Stansfeld.*] You prefer your plan to the proposal to remove the Admiralty Jetty, and use the Camber?—I think it would be more satisfactory to the Dublin Steam Packet Company, as it frees them from all collision in the refuge harbour; and I think it would be cheapest in the end.

2226. I presume you are aware that there would

would be a difference of cost in the two, considering that the breakwater would involve a heavier expenditure than the removal of the Admiralty Jetty, and dredging the harbour there?—I did not know that it was proposed to enlarge the old harbour, so as to meet the requirements of the packets; I think that for those long vessels it would be an injurious thing to bring them more into the harbour; they are 150 feet longer than the old vessels.

2227. You are aware that your plan would cost more than that?—It might cost more than that, certainly; but I do not think it would be half the cost of the blue piers; it need not be faced except on one side.

2228. Even as to those blue piers, you do not raise any question as to the cost?—No.

2229. In fact, you do not much care about the cost?—It was not for me to think about the cost.

2230. As I understand, the object which you had in view was to have a harbour exclusively for the use of the Dublin steam-packets?—Yes.

2231. And a place where there could be a gridiron for their use?—Yes; and to keep the refuge harbour free of them entirely.

2232. Mr. *John Tollemache.*] If the scheme shown on the blue line were carried out, would it be valuable as an inner breakwater?—I do not think that it would; the Platters break the sea sufficiently, and I do not think it is required there.

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2233. Mr. *Lefroy.*] Do you think that in order to carry out your plan the breakwater must be extended quite as far as the Stag Rock; other witnesses have proposed that it should only go so far as to cover the present pier?—The reason that I would extend it there is to cover the danger; I think it is important that they should see the risk; a vessel might let go her anchor at the Stag Rock now, and there is only 11 or 14 feet of water there.

2234. A witness stated that one of the objections to the breakwater would be that it might be throwing away the money, on account of the greater number and the greater size of the vessels that would come in there, and that it would rather be in the way; are you of that opinion?—I do not think it would be so, because they would have to keep such a large space clear for those packets to go in and out.

2235. If the number of vessels increased to any extent, you think that the breakwater would be the plan that you would recommend?—Yes; when I spoke of vessels tailing upon the Stag Rock, if they drifted a little they might tail on that rock; I mean vessels drawing 20 feet of water.

2236. *Chairman.*] The plan which you propose would, in your opinion, make the landing-place perfectly satisfactory and safe?—Yes; I have had six years to think of it, and although my plan was laughed at at the time, I think that it is the best still.

Edward Killwick Calver, Esq., called in; and Examined.

2237. *Chairman.*] Will you state what situation you hold?—I am a Master in the Navy, and Admiralty Surveyor on the Eastern Coast of England.

2238. Do you know the Harbour of Holyhead?—I do.

2239. Have you been there?—I surveyed it in the year 1857 for the Admiralty.

2240. Do you know the present pier?—I know the great breakwater.

2241. Do you know the present wooden pier?—That has been built since my visit to Holyhead; I have not seen it.

2242. Do you know the inner harbour, where the Admiralty Jetty and the Camber are represented on that map in red?—I do.

2243. Are you acquainted with the length of the packets now on the station?—I am.

2244. Do you think that there is sufficient accommodation for them at that point?—I think that the accommodation for the communication by those packets might be very much improved; I do not know the working of it from observing it, but merely from listening in this room.

2245. Will you state to the Committee any observations that you have to make upon that point?—The impression on my mind from listening to the objections to the Camber and vessels lying there, and the obstruction that they form, is this, that I would at once fill up the Camber, and remove the reserve vessel further in, and by that means you would get two excellent berths, one for arrival, and one for departure.

2246. Is your knowledge of the place so accurate that you could give the Committee the dimensions and the lengths of those vessels?—No, I know the general length of the vessels; I see also the scale of the chart.

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2247. How much would a vessel have to lie against on that pier; that is to say, what length of pier would she be alongside?—I am scarcely prepared to say; but I should entirely do away with the Camber, so that it would form a very long pier; it would be an extension of the jetty

2248. Would it be in the same line?—Yes; I would make it in the same line as the outer extension continued inwards.

2249. You would propose to extend the wooden jetty into the harbour?—Yes, and I would also do away with the Camber.

2250. Are you aware that that notch, which is called the Knuckle, is now filled up, and is not as it is represented on that map?—I am aware of that.

2251. How would you dispose of that little notch if you extend that pier; would you remove it?—No; it is merely a continuation of the same dea of bringing the extension further in.

2252. How much further in would you bring it?—Until it made a straight line from the inside; I should have only two lines within the harbour.

2253. Would you retain the Admiralty Jetty?—If it would not conform to the fair line, I should remove it; but so far as I can make out from the model, the Extension Jetty, continued to the end of the Admiralty Pier, would be all that I should require.

2254. Would you be obliged to deepen it, or are you aware of the depth of water there?—I do not remember that.

2255. If the vessels were high and dry there at low-water, would that answer?—No; it would not answer if that were the case.

2256. Are you not aware that vessels are aground at the Knuckle?—No; I am not aware of that.

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2257. If they were, would it not be necessary to deepen it very much?—It would; it would do away with the value of the alteration if it was not deep enough.

2258. Do you know those blue piers on the plan?—Yes, I had something to do with them.

2259. What is your opinion of those blue piers?—The subject was well considered at the time; my memory now fails me as to the exact points on which the projection rested, but after consideration, and hearing statements from the parties in the habit of using the port, it was concluded that those piers would answer every purpose. One great *sine quâ non*, as we understood at the time, was, that the piers should be in such a direction that a vessel would have no necessity to turn; that the piers should be in the line of approach, and that she should not have to turn in coming to them; those piers also afforded another great advantage; the track of the vessels using the piers would be to the windward of vessels that would be at anchor at the time that the harbour was used for refuge.

2260. Do you think that that would be an advantage?—Yes; I think it would be a free track to the blue piers.

2261. When you saw it, was the arm added to it which you see there now?—No.

2262. Would not that make a very considerble alteration, in your opinion, with regard to that pier?—It would improve the present pier very much.

2263. I mean the arm in the great breakwater?—If the extension were made as proposed, there would be no necessity for the blue piers.

2264. When you considered the blue piers, was that outer red arm in existence?—Yes.

2265. Do you think that vessels coming behind that would not follow in the track of the steamers about the light-ships?—No.

2266. You think that there would be no objection of that kind?—No.

2267. Is there any place within the new harbour that you could suggest as a landing-place?—No; I should not suggest any place there.

2268. Do you know whether the new harbour is used as a harbour of refuge for large vessels now?—I have not been acquainted with it since 1857, and I do not know.

2269. Do you think that large vessels could get in there, in a north-easterly wind, without being towed between the Platters and the breakwater?—In westerly winds, when it was required for refuge, they could not get in.

2270. Therefore, in that respect it is of no use whatever?—It is very defective, nautically speaking.

2271. Can anything be more defective than the whole of that breakwater?—It is very defective; it is as bad as it can be.

2272. And yet the country has laid out 2,000,000*l.* on it?—I am not aware of the sum.

Mr. George Adams Bond, called in; and Examined.

Mr. *G. A. Bond.*

2273. *Chairman.*] You are a Liverpool pilot, are you not?—I am.

2274. Are you acquainted with the locality of the Holyhead harbour?—I am.

2275. Are you acquainted with the present pier, where the City of Dublin steam-vessels land?—I am.

2276. Have you seen vessels taken in there in bad weather?—Frequently.

2277. Do you consider it either a safe or a commodious harbour for landing such vessels?—I do not.

2278. Do you think that it is dangerous?—At times it is.

2279. At what times do you think that danger would occur?—In strong northerly gales.

2280. Would you state how the danger would arise to a vessel coming alongside in that particular state of the wind?—There is a very heavy sea rolling in on the north-west, and there is a certain risk attending making the pier.

2281. When they get alongside the pier, is there any difficulty in communicating and getting the vessel alongside, so as to land the passengers and the mails?—Yes, frequently; I have almost trembled at times, at night-time particularly, to watch a steamer coming in.

2282. Is there not a difficulty in judging of the distance between the pier and the vessel?—Yes; it requires great tact and judgment, and great firmness of purpose.

2283. Is that difficulty caused by the construction of the pier?—In a northerly wind the surge comes right into the bay at the head of the pier; there is a great rolling, and at times it is very difficult to get the ropes on shore; I do not know how they have escaped so long.

2284. In your opinion, there is considerable danger from this difficulty that you have pointed out?—Yes.

2285. If the ropes, after they communicated with the shore, parted, do you think that any danger would arise to the vessel?—Yes; if the ropes broke, she would go ashore, and at times there is a great rolling; if the vessels had not been of a superior build, they would have knocked the sponsons off long ago.

2286. Is that pier open or solid?—It is open; it is not solid.

2287. Do you think that if it were solid the danger would be lessened?—It would, in a measure.

2288. But not entirely?—Not entirely.

2289. Do you think that a screen on it would entirely remove the difficulty of it, and keep the wind off?—I think not. I think that the present accommodation does not come up to the requirements of the Packet Service; those vessels are very large steamers.

2290. Do you know a place farther on that they call the Extension Pier?—I do.

2291. Do you think that that would be sufficient?—I think not; the danger would increase in going farther in.

2292. Will you point out how it would increase?—It would be next to impossible to swing the ship round to go out on the return passage.

2293. In running alongside, would the danger increase?—No; the danger would not increase in running in.

2294. What is the length of the side which would be presented to the packet at the Extension Pier; would it be the whole length of the ship?—No, I think not.

2295. Do you think that it would be desirable to have the whole length of the ship alongside the pier

pier in a north wind?—It is desirable to have the whole length, decidedly.

2296. Are you acquainted with the Camber and the Admiralty Jetty?—I am.

2297. Do you think that if that jetty were removed and the water deepened, you would then have all that you require to enable a ship to run alongside?—You would have the length; but I do not think that that would answer.

2298. Why would that not answer?—There would be such great difficulty in swinging the ship in order to get her away again (there is not over 400 feet across the harbour); and in northerly winds you have to allow for the ship's length in slacking the ropes; you cannot measure your distance to 50 or 60 feet.

2299. But you would approve of it, would you not, as a place for the arrival of the ships?—I merely suggest it in case of emergency.

2300. If a breakwater were thrown out from the Platters towards the Stag Rock, so as to cover the point of the present pier, do you think that that would render it safe?—I would not run it out so far as the Stag Rock, but it is quite necessary that they should have some protection at that point.

2301. How far would you run it out?—About 1,200 feet.

2302. Would you run it out so as to cover the point of that wooden pier from Carmel Point?—Yes.

2303. Whatever the distance might be?—Yes.

2304. Do you think that then the harbour would be perfectly safe and satisfactory for the City of Dublin Steam Packet Company?—I think so.

2305. Do you know those piers which are marked blue on the map, or the place where they are supposed to be?—Yes.

2306. Do you think that they would be satisfactory?—No, I think not; in fact, I am sure they would not.

2307. You would prefer the present position?—Yes, I would.

2308. What is the objection to the blue piers?—So many vessels anchor in the way there.

2309. You think that vessels would anchor between that and the point where the vessels come in?—They always do; I have counted upwards of a dozen large ships at anchor there at one time.

2310. Have you had a large experience of the situation of the bay, and the mode in which the vessels anchor there?—Yes, I have.

2311. Have you frequently seen them running there?—Yes, frequently.

2312. And you think that that would make it objectionable?—Yes.

2313. Do you think that vessels running for the piers, if they were built in that situation, would be exposed to any wind (a north-west wind for instance) while they were lying alongside the piers marked in blue, if they were completed?—They would be sheltered from all winds if they could get in.

2314. There would be an objection to their running in?—Yes.

2315. Do you think that it would be impossible for the harbourmaster to keep the passage clear at all such times?—Quite impossible; he could not do it. I have seen vessels driving in frequently, and with difficulty bringing up clear; and I have no doubt that if those piers were built, at times they might drive alongside of them.

2316. Supposing that a vessel coming in parts from her anchors, she would be driven in on to the wooden piers if there was no proctection, as at present; and might not there be danger of her destroying the pier?—She would injure the pier considerably.

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2317. But a breakwater would prevent any accident of that kind, would it not?—Yes.

2318. Do you think that there is any difficulty in coming in on a dark night? Supposing a vessel came in from Kingstown, and wished to run into the Extension Pier, would she not have to take a longer course round, to come in with her head alongside?—Yes; the time is so short and the navigation is so difficult, owing to the number of vessels that would be at anchor there.

2319. Supposing a vessel were coming from Kingstown to run alongside the wooden jetty, do you think that it would be a convenient course to run farther in up the harbour; would she not have to take a larger sweep in the bay, instead of running alongside the wooden jetty?—Yes; she would have to take a larger sweep.

2320. Would it not require a longer sweep round to come to the Extension Jetty than it would to come to the wooden jetty?—Yes.

2321. Supposing you run alongside the wooden pier, what would you do to get her alongside the Extension Jetty afterwards?—I should have great difficulty in getting her alongside the Extension Jetty in northerly gales. I scarcely know what I should do; it is requisite that you should keep a good command of the ship; for if you once let her get command of you, she must go on ashore, because the space is so confined.

2322. If the Admiralty Jetty were removed, and the Extension Pier continued to where the stones are, do you think that that would be a sufficient pier for the vessels?—It would be at certain times, in cases of emergency; nothing more.

2323. Are those cases of emergency frequent?—Yes; on two or three occasions I have known them to come close up to the shore, and one occasion I have known a vessel discharge her passengers at the Admiralty Jetty.

2324. Do you think that that would be a desirable improvement?—No, I think not. I do not think that that is required at all; but I would recommend strongly that the breakwater should be made.

2325. In coming into the inner harbour, would there be any difficulty, from the confusion of the lights from the town in a dark night?—Yes, there is great difficulty; but they are so accustomed to the route now, that they can measure as near as to a quarter of a minute.

2326. Is there not a difficulty in the darkness in getting alongside of this Admiralty Jetty?—Yes.

2327. In getting out, would the difficulty be increased?—Very much.

2328. You do not anticipate those difficulties if the breakwater were made?—Not near so much.

2329. Could the vessel swing round the point of the wooden pier then?—Yes; they swing round now.

2330. That is the most desirable way of turning her, is it not?—Yes.

2331. Swinging in the ordinary way, and not round the point of the jetty, would be a work of some time and trouble, would it not?—Yes.

2332. Have you seen the City of Dublin Steam Packet

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Packet Company's vessels come up in a bad night?—Yes.

2333. Have you observed that the delay is considerable?—I have not noticed particularly the delay; on one occasion I did, and I think it was about an hour altogether.

2334. Must not delay occur from the difficulty of communicating with the shore?—Yes.

2335. Do you think that there is any place, either within the new harbour or any other part of the harbour, which would be as good a place for landing the passengers and mails as the present jetty?—I think not.

2336. Therefore the result of your observations is, that what ought to be done is to make this proposed breakwater?—Yes, decidedly.

2337. Colonel *Pennant.*] Do most of the vessels that run for shelter lie under the end of the main breakwater?—Yes; from the breakwater up to the Platters, and, at times, above the Platters.

2338. Are there many vessels that lie in the inner harbour, I do not mean the old harbour?—Yes, at times the inner harbour is full; but not one large ship out of 10 goes into the inner harbour; it is only the small vessels.

2339. *Chairman.*] You observe the pencil marks on the plan; do you think that vessels anchor there?—They all anchor in that direction.

2340. Do you think that they anchor nearer to the breakwater than where those pencil marks are?—They extend from the light-ship a little inside the breakwater, pretty well up to the pier.

2341. The present light-ship is just inside the point of the breakwater, is she not?—Yes, they lie inside of her, up towards the Platters' rocks.

2342. Colonel *Pennant.*] Are the vessels that lie in the inner harbour vessels that are put there for the winter, or do they lie there from stress of weather?—They lie there from stress of weather. They are not laid up for the winter. At times they are so very thick, that one is almost over the other; in fact they are so close, that you can scarcely see between them.

2343. Of which part of the harbour are you speaking now?—Of the inner harbour.

2344. *Chairman.*] There are a great many, are there not, that lie under the outer arm of the breakwater?—Yes.

2345. Can large vessels in a southerly wind get into the inner harbour?—Not without being towed in; there is not room otherwise. Many of them are bound down the Channel from St. George's Channel to the Bristol Channel; they tow round; they are towed into the outer harbour to anchor at different hours of the night and day. I have seen 50 vessels at anchor, but I am now speaking of three-masted vessels. I have seen 20 ships, and barques, and steamers there at times.

2346. Mr. *Dalglish.*] Have you ever heard of any great accident happening to a steamer from running into the Great Eastern pier?—Not to any considerable extent. I have known them damage the piles and damage the sponsons.

2347. You have never heard of any great risk that a vessel has run there?—Yes, there is a great risk in running in in northerly gales.

2348. But you have never heard of any case of serious damage to a vessel going into Holyhead?—I could not say that the damage came from their running into the harbour. I have known them to return to Liverpool many times for repairs; I do not know that it has been in consequence of injuries received in Holyhead harbour, but they get very heavy knocks at the pier head, enough to start the piles.

2349. You never heard of a vessel going ashore, or being lost in consequence of that?—No, I have not.

2350. You have considerable experience in the Mersey, have you not?—Yes.

2351. Have you ever heard of a steamer running into the harbour along the quay-wall in the Mersey being damaged?—Yes, frequently.

2352. Colonel *Vandeleur.*] Are you aware of the hawser being broken and carried away in the City of Dublin Company's vessels?—Yes.

2353. Has that occurred on many occasions?—Not on many occasions; I have frequently known the ropes snap like carrots.

2354. Are you in the service of the City of Dublin Steam Packet Company?—No, I am only casually employed by them.

2355. Have you frequently seen hawsers carried away?—Yes, I have.

2356. In what particular winds have you seen that happen?—In northerly winds.

2357. If a vessel in running up missed the jetty at night, and went up to the extension berth, could she swing and get away again in any reasonable time?—No, decidedly not.

2358. In what time in a northerly wind could she swing and get away again?—I do not know that she would be able to do it at all, the space is so confined; 100 feet in a gale of wind is very little, and you cannot judge the distance; it is not over 400 feet between the jetty and the dock-yard wall, and it would be quite impossible to get her away.

2359. If the vessel then is obliged to run up to the extension berth, and is obliged to swing at night, you think that she could scarcely keep her time?—I do not think that she could manage to swing there; it would be an utter impossibility, I think, at times; it is almost impossible for the men to stand on the pier in a gale of wind to haul the ropes on shore.

2360. Mr. *Milner Gibson.*] Which side of the pier do they come now in a northerly gale?—On the lee side, the south side.

2361. Do they manage to get their heads round?—They have managed it.

2362. Do not you think that they could do it again?—I think they might do it; I do not know whether the result would be the same. They have escaped so far, and it is wonderful that they have escaped, but they have not escaped without expense.

2363. You are a Liverpool pilot, are you not?—Yes, I am.

2364. Are you often employed to take ships into the inner harbour at Holyhead?—Not into the inner harbour, except with the steamers; the inner harbour is used for small coasting vessels.

2365. Have you had any experience yourself of the inner harbour?—I have been there in charge of the City of Dublin Steam Packet steamers from Liverpool, on many occasions.

2366. Was that to take them from Liverpool to Holyhead?—Yes.

2367. You never tried yourself to swing a vessel inside, did you?—No, I never tried; I generally give up the charge to the captains.

2368. You could not get through with it, could you?—It is not part of my duty.

2369. You do not understand swinging vessels inside

inside the pier?—Yes, perfectly well; it is not that I cannot do it, but that it is not my duty.

2370. You never did it, in fact?—I never did it.

2371. And you never tried?—No; I have swung them in the River Mersey frequently, but not at Holyhead.

2372. Colonel *French.*] When you lay your ship alongside, your duty is at an end, is it not?—Yes, and before that.

2373. *Chairman.*] When you spoke of the inner harbour, did you mean the new inner harbour, or the old harbour?—The old harbour.

2374. Have you brought vessels in there?—No.

2375. But you have brought vessels into the new inner harbour?—Yes, frequently into the new inner harbour.

2376. Lord *John Browne.*] Supposing that the Admiralty jetty were taken away, and the Camber filled up, and a straight wall were made from the Knuckle to the root of the Admiralty jetty, do you think that that would be a more convenient place for steamers to come in?—It would be convenient, and it might be used in cases of emergency.

2377. It would not, you think, be convenient for every-day use?—No.

2378. Why not?—There would be such difficulty in getting away from it in gales of wind; there would be difficulty in turning.

2379. Is there any other objection to it besides that?—It would require deepening, for the steamers now lie aground in the Camber.

2380. But, supposing that it was deepened, would they lie aground then?—There is no other difficulty that I know of, except the difficulty of swinging, and I do not know where they would put the outgoing steamer.

2381. There would be length then for the outgoing steamer to lie further back, would there not?—The space is very limited.

2382. *Chairman.*] Would they not be obliged to deepen the whole way across?—Yes.

2383. That would be very expensive, would it not?—Yes.

2384. Do you think that there would be any danger of silting up after that had been done?—Yes, I think it might silt up, in a measure; there is no doubt of it.

2385. There is no stream flows through there, so as to clear it out?—None nearer than what they call the bridge.

2386. In the inner harbour there is no stream of any consequence that runs through, for the mud is there?—None.

2387. Colonel *Pennant.*] How long have you known the inner harbour, the old packet harbour?—Upwards of 20 years.

2388. Have you observed in the course of those 20 years any silting up in that harbour?—No, I have not particularly noticed it.

2389. Do you know whether within those 20 years the harbour has varied in depth of water by silting?—I know that it has at times, but we are not in the habit of taking vessels into the inner harbour; we have noticed silting at times, but not constantly.

2390. Are you aware whether they had occasion to dredge that harbour within 20 years?—I have not noticed them dredging it.

2391. Why do you think that it will silt up?—I did not say that it would; I said that I thought it might; that where there is mud it would silt up.

2392. *Chairman.*] Are you aware of the point where the Railway Company are going to make a new establishment in that harbour?—No.

2393. You have no doubt that there is danger to steamers from the present pier?—No doubt.

Martis, 30° *die Junii*, 1863.

MEMBERS PRESENT:

Lord John Browne.	Lord R. Grosvenor.
Mr. Corry.	Mr. Laird.
Mr. Dalgish.	Mr. Lefroy.
Colonel Dunne.	Colonel Pennant.
Colonel French.	Mr. Stansfeld.
Mr. Milner Gibson.	Mr. John Tollemache.

COLONEL DUNNE, IN THE CHAIR.

EDWARD JOHN PAGE, Esq., called in; and Examined.

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2394. *Chairman.*] WHAT position do you hold in the Post Office?—I hold the situation of Inspector-General of Mails at the General Post Office.

2395. You are aware of the Holyhead mail line, are you not?—I am.

2396. And of the times of arrival and departure of the packets?—I am.

2397. Mr. *Milner Gibson.*] The contract between the companies and the Government is that the mails shall be delivered in London at the Post Office at the expiration of 11 hours from leaving Dublin, is it not?—Not quite so. The contract is that the mails shall be delivered at the railway station at Euston-square within 11 hours from their leaving Kingstown.

2398. Can you show the number of days on which the interval of 11 hours for the whole journey between London and Kingstown was exceeded as regards each year, and first of all during the first year of the service?—I have prepared, somewhat hurriedly, but I believe correctly, some returns which I thought would give information bearing upon that point. The return which I have in my hand shows the following results: During the first year of the contract being in operation, taking all the mails, night and day, up and down, the stipulated interval of 11 hours was exceeded as many as 655 times, reckoning four journeys a day, out of 1,460 times, which 655 times is about as many times as the mail arrived earlier than its appointed time; in other words it was about as often late as early. That applies to the first year of the service. Comparing that year with the last year of the service, that is to say, with the year ending the 31st of May 1863, I find that the interval of 11 hours was exceeded as many as 874 times, the mail having been before its time only as many as 472 times; in other words, while in the first year it was about as often late as early, in the last year it has been nearly twice as often late as early.

2399. Then the frequency of failure in keeping the time has increased as the service has gone on?—It has. It is only fair that I should say in speaking of that return, that I have not, in giving that statement, made any allowance whatever for delays arising from the exceptional causes named in the contract. I have merely taken the service as it was performed, without making any allowance for exceptional causes. And, seeing that this, although affording a fair mode of comparing the regularity of working as between two years, might be considered as charging the contractors with too great an amount of actual delay, I have prepared a further statement, which statement is for the year ending 31st of March 1863. I find that during that year, after allowing for all the delays beyond control contemplated in the contract, the up night-mail exceeded the stipulated interval of 11 hours to the extent of five minutes as many as 313 times out of the 365; it exceeded it as much as 10 minutes 279 times out of the 365; as much as 20 minutes 181 times out of the year; as much as 30 minutes 93 times, and 14 times as much as one hour and upwards; that mail is the worst of the mails. The down night-mail is the next most irregular: in that case, the interval of 11 hours was exceeded as much as five minutes 163 times; as much as 10 minutes 110 times; as much as 20 minutes 58 times; as much as half an hour 29 times, and one hour and upwards 10 times. The day-mails were more regular, both up and down, the most regular of all being the down day-mail.

2400. Have you any return of the average passage of the packets?—I have prepared a return of that kind, and it shows the following results: During the first year of the service being performed, the average of all the voyages up and down, night and day, was 3 hours and 53½ minutes. Comparing that with the working of the packet service during the last year, that is to say, during the year ended the 31st of May last, I find that the average of all the voyages has increased from 3 hours 53½ minutes to 4 hours and 6½ minutes, or an average increase of 13 minutes per voyage.

2401. That is taking the last year as compared with the first?—Yes.

2402. Have you a return of the average duration of the land journeys of the mail service?—Yes; I have made a somewhat similar calculation

tion as regards the land service, and it shows the following results: By the land journey, I mean from the Holyhead station (not the Holyhead pier) to Euston-square, and *vice versâ*; and the average duration of the land journey during the first year of the service was 6 hours and 49 minutes. Comparing that with the last year, ending the 31st of May, I find that, instead of increasing, the average has decreased by three minutes, and was during that year 6 hours and 46 minutes; showing that the land service has improved instead of having deteriorated.

2403. But the Return shows that the sea-journey has gone back?—Yes; I have no knowledge as to who is responsible for the landing and embarking of the mails; I have made the comparison from the point at which the railway company hold that the land journey actually commences.

2404. Have you any return of the average performance of each packet separately?—Yes; I have a return of that kind. During the first month, that is to say, October 1860, only three of the four vessels were at work. I have taken the first three months during which all four vessels were at work, that is to say, November and December 1860, and January 1861; and I find that the average performance of the "Connaught," was 3 hours and 51 minutes; comparing that with the average performance during the corresponding months, November and December 1862 and January 1863, that is to say, two years later, I find that the average performance of the "Connaught" has increased to 4 hours and 4 minutes, that is to say, it has increased by 13 minutes. The average of the "Leinster," in the same way has increased from 3 hours and 49 minutes to 4 hours and 9 minutes, being an increase of 20 minutes. The "Ulster" has increased from 3 hours and 58 minutes to 4 hours and 13 minutes, or an increase of 15 minutes. The "Munster" has increased from 3 hours and 57 minutes to 4 hours and 21 minutes, or an increase of 24 minutes. The average of the whole of the four vessels has increased from 3 hours and 54 minutes to 4 hours and 12 minutes, or an increase of 18 minutes. It is right I should add, that for this information I am indebted to Captain Priest, by whom the Return has been prepared.

2405. Can you state the number of minutes for which fines would have been exacted if the fine clause had been in operation during the year ended the 31st of March 1863?—I have prepared a return to give that information. I find that after making every allowance for the causes in respect of which the contract exempts the contractors from fines, they would have been fined during that year to the extent of 15,000 minutes, amounting at 34*s.* a minute to about 25,500*l.* Perhaps I may be allowed to add, that the fines from which they would have been exempted in consequence of the exceptional causes alluded to in the contract amounted to as much as 7,500*l.* in addition, that is to say, had there been no exceptions made in the contract, the fines, instead of amounting to 25,500*l.* would have amounted to 33,000*l.*

2406. Can you explain to the Committee the nature of those exceptional circumstances which free them from the liability to fines?—They are mentioned in the 10th clause of the contract, which says, "That no deduction shall be enforced for delay arising from causes beyond control; which words 'beyond control' shall for the purposes of this contract, so far as it relates to the 'land service,' be construed to mean and include all stoppages from snow, floods, dense fog, or collisions, or the entire interruption of the communication caused by the destruction of such works as the 'Dee Bridge' or the 'sea embankment;' and so far as it relates to the 'sea service,' to mean and include all stoppages by storms, snow, fog, collision, and delay to save life."

2407. Have you any further information with which you can supply the Committee with reference to this mail service?—I think that the returns which I have now mentioned include all that is material. I have prepared those simply to answer one portion of the evidence given on a former occasion, in which it was stated, I believe, that there had been no delays on the part of the contractors, unless under exceptions allowed by the contract; that is the only portion of the evidence to which my attention has been called.

2408. Colonel *French.*] Do those fines relate to the entire journey, or merely to the land service?—The statement of fines which would have been incurred which I gave applies to the entire journey.

2409. Mr. *John Tollemache.*] Have you complained of the delay which has taken place?—We are in almost daily communication with the contractors on the subject of their delays.

2410. Have you complained of the non-performance of their part of the contract?—We have.

2411. Have you frequently done so?—I should say on the average three times a week.

2412. Have you suggested yourself as the Inspector that those fines which amount to so much should be enforced?—I have not done so; because I had every reason to suppose that it had been officially decided that at the present moment the fine clause was inoperative.

2413. Do you know why?—That was the decision of the Treasury; I merely acted upon their decision.

2414. Can you tell the Committee the reasons which the Treasury gave for not enforcing the contract as to the penalties, or why they cannot enforce it?—I believe, as far as I recollect, that the Treasury decided at the time of the commencement of the service that some small amount of further works (I do not know to what extent) was necessary at the Holyhead pier, in order to provide what was mentioned in the contract as "necessary facilities;" but up to the present moment we have not been told officially, at the Post Office, that those necessary facilities are quite completed, and therefore we have not attempted to enforce those fines, because we do not know that it would be legal.

2415. Therefore, in fact, from information that you have received, the Government have not fulfilled their part of the contract?—We have not been told that they have done so. In other words, we have never been told by the Treasury that we were to enforce the fines.

2416. Was that because those fines could not be enforced?—I really am not able to speak as to the reason. I cannot say why the Treasury have not given those orders to the Post Office. I can only speak to the fact, that we have not received any orders to enforce the fines.

2417. Do you believe that it was because you had no power to enforce the fines?—I should imagine so; I have always inferred so.

2418. If fines to the amount that you have mentioned could be enforced, there is no doubt that the contractors would fulfil their part of the

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contract as regards keeping time?—I should think it would operate as a very strong inducement to them to do so.

2419. Do you believe that they ever will punctually fulfil that part of their contract unless those fines are enforced, judging from experience?—Judging from experience myself, I have no hope whatever that we shall obtain regularity until the fines are enforced.

2420. *Chairman.*] What is the ordinary course taken where fines are enforced; are you aware of fines being inflicted under any other contract?—I have no knowledge of any case in which the fines have been inflicted for a similar service.

2421. Are you aware what course is taken, and whether it is done by the Treasury, or by the Post Office?—This contract was negotiated with the Treasury. Under ordinary circumstances, the contracts are made between the Post Office and the contractors; but in the present case, at the commencement of the service, the Treasury authorised us not to inflict fines, and, therefore, we are acting under orders in not doing so.

2422. But if the fines were to be inflicted, and the penalties enforced by law, proceedings would be taken, would they not, in the name of the Post Office?—I believe so.

2423. Who is responsible, then, for seeing the contract carried out?—The contract being between the Postmaster General and the contractors, the Postmaster General would be responsible to see that those fines were inflicted.

2424. He is responsible to the public is he not, to see that the contract is carried out?—I do not know whether he is responsible to the public; he is responsible to the Treasury, as I understand.

2425. The Treasury is responsible to the public, is it not?—I think so.

2426. Therefore the Treasury or the Postmaster General have neglected their duty in not inflicting those fines, if they could do so?—If they have the power of inflicting them, and have not done so, there certainly would be an omission; but I do not know at present that they have had the power of enforcing them.

2427. The Secretary of the Treasury would be the only person, would he not, who could give information as to the cause of their not performing the duty which they are bound to perform?—The Secretary of the Treasury, I believe, would be the only person who could say why the Government have not ordered the fines to be enforced.

2428. But they have not been enforced, and you despair of the service being carried out until an enforcement of the penalty is obtained?—Quite so.

2429. You have mentioned, have you not, in those returns which you have given, that you calculate the time of departure from the Holyhead station, and not from the ship's side?—Yes, as regards the land journey, and for the mere purpose of comparing one year with another.

2430. Do you conceive that the Mail Packet Company are accountable from the time that the postal traffic leaves the jetty till it gets up to Holyhead?—I have no knowledge of that; I believe that the responsiblity with respect to the service is divided. I am informed that there is a sub-contract, but I have never seen it.

2431. Would you calculate that as part of the voyage, or would anybody else do so who was treating the subject fairly?—No, I have not done so.

2432. You have calculated from the departure of the railway carriages from the Holyhead station to their arrival at the Euston station?—Yes; because I could make no fair comparison without doing so. I do not say that that is fair to assume the actual commencement of the land journey at that point; but for the purpose of comparing one year with another, it is certainly fair, in my opinion.

2433. May there not be a considerable delay between the ship's arrival at the jetty and the mails leaving Holyhead station?—Yes; but there is this always to be borne in mind, that if the packet happens to be early, the train proceeds from the pier to the station, and there waits for the appointed time for the train to start; and it would be very hard indeed to charge that as delay, seeing that the interval is usefully employed in refreshing the passengers.

2434. The object of the return is evidently to throw the delay on the packets?—Not at all.

2435. You have stated that in the first year of the contract, the ordinary passage was 3 hours 53 minutes 30 seconds, and that last year it was 4 hours 6 minutes 30 seconds, making a delay of 13 minutes. In that 13 minutes, do you calculate from the time of landing the mails on the jetty till the time that they get to the Holyhead station?—I have not included that time in the sea-voyage, it would be very unfair to do so. In reckoning the average of the voyages, I have merely taken the time from the vessel's starting, whether from Holyhead or Kingstown, to the time of her touching the pier on the other side.

2436. Then there is an additional time unaccounted for in your return, from the time that the mails leave the jetty alongside the ship until they arrive at the station?—Yes, certainly; I have not attempted to make any calculation as to that.

2437. I understand that these returns were not made out by yourself?—The return which you have just quoted was made by myself.

2438. Which is the one that was made by Captain Priest?—The one that Captain Priest made was the return of the average performances of the different vessels.

2439. You state that the delay in the case of the "Connaught" has increased to 13 minutes, in the "Leinster" to 20 minutes, in the "Ulster" to 15 minutes, and in the "Munster" to 24 minutes?—Yes.

2440. The averages of those delays will not make the average that you have given of 13 minutes?—No, nor ought they to do so; I have taken the performance during the first three months when all the vessels were at work, and I have taken the performance during the corresponding three months two years later.

2441. What are the three months that you have taken?—November, December, and January.

2442. Why did you take the worst three months?—Because those were the first three months when all the four vessels were at work.

2443. If you took the average of the year, would not that be a fairer way?—I have done so, I think, also; a return which has been previously quoted gives the average performance of the voyages during the year ending the 31st May.

2444. If you take an average of 13 minutes, 20 minutes, 15 minutes, and 24 minutes, the whole average will not make 13 minutes?—The one return applies to particular vessels, and the other return applies to particular mails, and I do not think that any attempt can be made to make them

them correspond with one another; they are prepared on such a very different basis.

2445. Are they not on the same number of months, or the same foundation?—No; one is prepared for three months only and the other is for the whole year.

2446. You do not divide the journey; you at the Post Office only take 11 hours as the time in which they ought to perform it?—Yes, precisely.

2447. How is the apportionment made afterwards in these returns?—I have not attempted to apportion the time; I have only given the average time occupied; what the proper time is I do not attempt to say, because I do not know; I only give you the actual facts, that is to say, the average time occupied.

2448. Do you think it would be advisable that the time should be separated, so that you should accurately know whether the delay occurred with the steam packet company or with the railway company?—I do not see that any advantage would result from such a division of the contract.

2449. Supposing the packets to be systematically late, and the railway had to make it up, they might be driven to go at a rate which might be very dangerous to the public?—That is a matter to be settled between the two contractors; so long as the service is performed, I do not think that it is material to the Post Office how the time is divided.

2450. Do you think that there is danger to the passengers by the increased speed on the railway?—I have never thought of that, because I thought that was a matter for which the contractors alone were responsible.

2451. Surely the Government are responsible to see that the contract is properly performed?—The Post Office is aware that it is quite possible to do the whole of the service within the time allowed without going at a dangerous speed either by land or by sea; and if the contractors go at a dangerous speed in either case, it can hardly be the fault of the Post Office not looking after them.

2452. If the Post Office allows the passages of the vessels to be so delayed that the land journey must be accelerated to a dangerous speed, do you not think that the Post Office is to a certain degree responsible?—I believe that the Post Office has no power to interfere or to dictate to the contractors what time is to be occupied at sea, or what time is to be occupied on the land.

2453. Mr. *Corry.*] Is there any time specified for the sea-voyage in the contract?—None.

2454. Colonel *French.*] The Post Office will not allow the packets to start with the morning mail before seven o'clock. All the passengers are on board before the mail train comes to Kingstown, and when the passengers are on board, and the mail is on board, why are they not allowed to start?—I think that the Honourable Member is speaking of what was formerly the practice. To the best of my recollection, a discretionary power is now given to the naval officer to allow the mail to leave Kingstown before the time, if the mails are quite ready. I am speaking only from recollection, and I will not be certain upon that point.

2455. Captain Priest stated in his evidence that the present position of the piers at Holyhead add six or eight minutes to each of the 1,460 sea passages; how much should be allowed extra for the delay caused on the land journey by going round the curve between the jetty and the station; would you allow 10 minutes extra?—That is a point upon which I can hardly form an opinion. I can only mention the facts as to the number of times on which the contract-time has been exceeded; how much more ought to be allowed until the curves have been altered is an engineering question which I could not give an opinion upon.

2456. In Mr. Wilson's letter, you will see, that "According to arrangements already in course of execution, a delay at the Holyhead Station will be saved by the extension of the railway to a floating pier which will be always flush with the landing place, and alongside of which will be the terminus of the railway." Has that been carried into effect?—I do not know precisely what was referred to in the letter that the Honourable Member is now reading; but the trains do run on to the pier; it is true that they have to stop to change the engines, and to loosen the coupling of the carriages, and that causes a little delay.

2453*. Then the delay which was contemplated to be saved by Mr. Wilson, is not actually saved, is it?—On referring to that letter, I should say that the condition mentioned there has been complied with, and that the railway is now extended to the pier.

2454*. You give it as your opinion that it has been complied with?—I give it as my opinion that the condition which you have just shown me has been complied with.

2455*. Lord *John Browne.*] Are you aware that when the steamer arrives at the Kingstown Harbour the train goes off immediately with the mails to Dublin?—Yes.

2456*. And are you aware also that the passengers follow in another train which generally does not start for half-an-hour afterwards?—I am aware that the passengers go by another train; but I do not know how long afterwards it follows.

2457. Do the Post Office object to passengers going up by the first train?—Yes, they do.

2458. Do they positively forbid it?—Under a contract with the Dublin and Kingstown Railway Company, that Company is prohibited from taking passengers by the mail train.

2459. Is there any objection to that, if passengers have no luggage?—The objection would be the delay arising from the transfer of the passengers.

2460. Supposing the train did not stop for that purpose, would there be any objection to it?—If you can assume, what I am afraid is almost an impossibility, namely, that if passengers go by that train as well as the mails, there shall be no delay, then there could be no objection on the part of the Post Office.

2461. Are you aware that the consequence of that rule is that if passengers want to go to the country in Ireland, they very frequently miss their passage and go by the morning train or the evening train, as the case may be?—No; I was not aware of that.

2462. Mr. *Lefroy.*] Is that a new rule?—No, it has been in operation ever since the New Irish postal service commenced.

2463. Lord *John Browne.*] Have you never had any representation with regard to that point?—I have some recollection that it has been represented to the Post Office; but I think I am right in saying that the principal representation has applied to the outgoing mails from Dublin to Kingstown; still, applications have been made to the Post Office to allow passengers to go by the

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trains carrying the outgoing mails from Dublin, both morning and evening.

2464. Colonel *Pennant.*] Whereabouts is the point at which the engine is changed and the couplings are loosened?—It is just on this side of the Holyhead station that it is usually done going down. Coming back, I believe, it is usually done at the station.

2465. Supposing that the trains were to run to the present wooden jetty, would that necessity be obviated by having the breakwater outside the wooden jetty?—I am afraid that I can give no opinion upon such a question as that.

2466. You are not competent to give an opinion upon that point?—I think not.

2467. Mr. *Laird.*] Have you ever heard a reason assigned for not enforcing the penalties on the contractors?—The reason which I have in my own mind, and which I believe is the right one, is that there was a dispute, and there is still a dispute, between the contractors and the Government as to whether the conditions of the contract have been complied with on the part of the Government, that is to say, whether the "necessary facilities" at Holyhead pier have as yet been completed, and pending that doubt, I understand that the Government do not adopt the strong measure of attempting to enforce the penalties.

2468. In reference to Clause 11 in the contract that no deduction is to be made until certain necessary piers, rails, and appliances are provided by Her Majesty's Government do you think that if the Government had any strong view that they were right in that question they would not enforce these penalties? — Speaking my own opinion, I should say that if the Government were certain that they had given those full facilities, the fines would be inflicted.

2469. Do you think it would be a very great advantage to the public service if they fulfilled their part of the contract and enforced the penalties against the company?—I should say that it would be a very great advantage to the service, whenever the time arrives that the penalties can be fully enforced.

2470. But that cannot be done until the Government fulfil their part of the contract?—So far as I understand, the Government expect to be in a position to enforce the penalties in a very short time.

2471. Colonel *French.*] You stated that the complaints were chiefly about not allowing passengers to go by the mail train from Dublin to Kingstown, and you gave as a reason that you were afraid of delaying the mails from Kingstown to Dublin by taking passengers?—Yes.

2472. What chance of delay would there be in taking passengers by the train which carries the mail from Dublin to Kingstown; the morning mail, for instance?—A very great chance indeed, I think, because the Post Office fixes the dispatch of the train from Dublin at the latest possible hour consistent with the time necessary for transferring the mails at Kingstown, that time necessary for transferring the mails at Kingstown would not usually speaking be long enough for transferring likewise passengers and their luggage, consequently we believe that if passengers accompanied the mail train, there would be very great risk of delay in starting the packet.

2473. The passengers leave Dublin by the quarter past six train in the morning; the mails leave at half past six train, and arrive at Kingstown at a quarter before seven, and in two or three minutes the mails are on board. Do you still consider it necessary that the vessel should remain without starting till seven o'clock?—I think not, and if I am right in the impression which I just mentioned, that veto has been removed.

2474. I am informed that it has not?—If it has not then been removed, I think that has been in consequence of the contractors not being willing to reckon the interval of 11 hours from the time when they actually started; but I still think that a certain amount of discretionary power is allowed to the naval officer.

2475. You are aware that an additional quarter of an hour would be a great convenience to people leaving Dublin in the winter at such an early hour, especially the interval between a quarter past six or half past six would make a very great difference?—I have no doubt that it would be a great facility to travellers. I should mention with regard to the dispatching the mail trains from Dublin, that the Post-office has expressed its willingness to allow experimentally passengers to go by the outgoing mail trains from Dublin to Kingstown, provided the railway company would make a suitable deduction from their subsidy; but for the last 18 months, I think, they have persistently refused to make any deduction whatever.

2476. Mr. *Dalglish.*] The Post Office pay a subsidy of about 85,000 *l.* or thereabouts to those steamers, does it not?—Yes, it does.

2477. And that is entirely for the conveyance of the mails?—I cannot say that it is entirely for the conveyance of the mails. The contract was negotiated between the contractors and the Treasury, and what considerations induced the Government to grant that subsidy are not within my knowledge.

2478. I presume the Post Office does not take any charge of the passengers, but they pay that sum of money merely for the conveyance of the mails?—They pay that sum, but there is a condition in the contract that if the passenger traffic exceeds a stipulated sum in the year, the Post Office and the contractors shall share the excess between them.

2479. Then you have an interest in giving every facility to the passenger traffic?—Unquestionably.

2480. And you do give every facility for the proper conveyance of the mails?—We do.

The Right Honourable the Earl of Bessborough, attending by permission of the House of Lords, Examined.

Right Hon. Earl of *Bessborough.*

2481. *Chairman.*] Your Lordship passes, I believe, very frequently from Dublin to Holyhead?—Very frequently; generally three or four times every year.

2482. You are acquainted with the wooden pier that is at Holyhead, are you not?—Yes, I am well acquainted with it.

2483. Have you seen difficulties in landing on that pier and inconvenience to passengers, especially ladies, in bad weather?—Very great indeed;

deed; I generally go by the night boat, which leaves Kingstown at half-past seven, arriving at Holyhead at 12 o'clock at night, and in bad weather it is exceedingly inconvenient; all the passengers, of whom there are generally a great number, endeavour to rush to get into a comfortable place in the carriage; and if it happens to rain, as it very frequently does, particularly in the winter, a person may get quite wet through before he can get seated in the carriage.

2484. Does not your Lordship think that, if there was a shed erected over the jetty, as it is on the other side at Kingstown, a great deal of that inconvenience would be saved, and the wet would be much less likely to affect the passengers in landing?—I think so, most decidedly; the wet lies so much upon the wooden floor of the jetty that persons' feet get very wet; and, in addition to that, if it is raining and blowing, there is very nearly time for their clothes to get saturated with water before they can get into the carriage.

2485. Does your Lordship think that any reasonable person could suppose that to be a convenient place for landing?—I do not think it would be thought a convenient place for landing.

2486. In fact, all passengers that go there make very loud complaints upon the subject, do they not?—If it is bad weather they do; if it is fine weather they do not suffer any inconvenience.

2487. But, of course, in bad weather, which is very frequent at Holyhead, they do not complain?—Yes, they do complain very much.

2488. Do you not think that the Government is bound to provide something better for the landing of passengers to and from Ireland?—I think it possible that they ought to do so.

2489. You are aware, I dare say, that the policy of the Government, since the Union, has been to give accommodation to passengers, and that all the reports of the different committees have advocated that object?—I have no doubt that it would be a very great convenience to everybody; at the same time I am bound to say, with reference to what the duty of the Government is, that I believe they gave the subsidy upon the ground of postal communication, and not of passenger communication.

2490. Are you aware of any reports that have been made by the various Committees on Holyhead Harbour for these many years past; have you ever looked at them?—No; I have not read them.

2491. Then you are not able to say that, in almost all of them, it is recognised as the duty of the Government to provide a safe place for landing?—As far as a safe place is concerned, that, I think, there can be no doubt about; but, as far as the convenience of the passengers goes, I believe that the Government have always rather repudiated that; but I do not speak from any authority upon the subject.

2492. Do you think it is safe, from your own observation, or have you seamanship sufficient to know whether it is a safe place to land?—I am no seaman at all; but Mr. Watson has reminded me of a night in which I happened to cross with him, in which it was blowing a strong north-easterly gale, and we had the greatest possible difficulty in landing, and the captain said that if the wind had not moderated, he would not have been able to land at all. I think we were above half-an-hour, or nearly three quarters, in getting alongside, and we arrived at the pier with very great difficulty. Mr. Watson was on board, and he called my attention to the state of things, and I, in consequence, went with a letter from him to the Duke of Somerset upon the subject. It was certainly blowing a very severe gale of wind, and very great inconvenience was felt by all the passengers in landing.

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2493. Have you observed at other times that, although the delay has not been so great, there have been frequent delays in getting alongside the jetty?—I think, whenever the wind is from the north-east, there is considerable difficulty.

2494. Colonel *Pennant.*] It has been stated in evidence that if a breakwater were constructed, the vessels could lie on both sides of the jetty; have you formed any opinion upon that point?—I do not think I can tell you anything about that.

2495. The ships would always go to the weatherside on which the wind blows, and, in that case, do you think that a shed would be of any great use in keeping the passengers dry?—I should think, in nine cases out of ten, if there is a shed on the end of the pier, it must be much better than if there is no shed at the end of the pier, as far as the convenience of the passengers is concerned.

2496. Would not the rain drive in underneath the shed if they always went to the weather-side in landing?—You might say that a person is no better off for having an umbrella when it is raining and blowing hard; but it is certainly of use.

2497. Mr. *Milner Gibson.*] Does your Lordship recollect the date of that occasion to which you have referred?—It was in November, because I see that the date of the letter was the 20th of November 1861.

2498. That was before the recent piling was added to the jetty?—Yes.

2499. Have you found the same inconvenience since the recent improvement?—No; I have not crossed in so severe a gale from the north-east.

2500. *Chairman.*] Have you seen any improvement there?—I have no opportunity of judging what the improvement may be in the piling, because I arrive there and start off directly; I could not give any opinion upon that.

2501. Colonel *French.*] You state that in wet weather there is the greatest possible inconvenience, both for gentlemen and ladies, in landing at the pier?—Yes; very great, indeed.

2502. I believe that the proportion of the days that are wet are very great, indeed, at Holyhead, compared with those that are fine?—I think that you had better ask the Welsh residents about that; I do not know.

2503. You state that, in your opinion, the Treasury have always confined themselves to the exclusive duty of carrying the mails, and have disregarded all claims as to attending to the comfort of the passengers?—I think I have understood that that is their view.

2504. Have you ever read the Treasury Minute of the 19th October 1855?—I may have read it; but I do not remember it.

2505. But that is directly in opposition to the opinion which you have expressed?—I was not aware of that.

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2506. *Chairman.*] YOU are, I believe, a civil engineer?—I am.

2507. You are acquainted with the harbour of Holyhead, are you not?—Generally, I am.

2508. Have you seen it?—Yes, I have been repeatedly there.

2509. Do you know the landing-place at the wooden jetty?—Yes.

2510. Do you consider that a safe structure for the landing of passengers and mails from the City of Dublin Steam Packets at all times, and in all weathers?—I should think in northerly and north-easterly gales, with the length of the new packets, it would not be a convenient landing-place; but it might be improved.

2511. Do you think it is dangerous, or have you had any opportunity of seeing vessels run alongside the jetty in bad weather?—I have not had that opportunity. I have seen Holyhead in bad weather, because I happened to be there two or three days after the loss of the "Royal Charter," when a very heavy northerly gale was blowing, and my impression was, that vessels of the length of the new packets (350 feet) would have found great difficulty in getting alongside the pier in such a gale as that.

2512. And there must be delay must there not in much lighter gales?—Yes, to some extent; I think it requires improvement.

2513. Did you ever look at it with the idea of suggesting how it could be improved?—No, I have not looked at the present jetty with that view.

2514. Has it ever been proposed to you to run a breakwater from a small rock called the Inner Platters, towards what is called the Stag Rock; are you aware of that locality?—Yes, I am aware of it.

2515. Do you think that a breakwater could be run out in that direction?—There is no difficulty in running a breakwater out in that direction, on the supposition that additional accommodation is required; a pier in that direction would render the accommodation at the present pier more available than it is at present; it would shelter it, and it would also very materially increase the extent of the accommodation.

2516. You have, I believe, a very large experience in making breakwaters of that kind of construction?—Yes, I have.

2517. From your experience do you think that there would be any difficulty making a thing of that kind at Holyhead?—No, I think not.

2518. Do you think that if it were run out sufficiently to shut in what is called Carmel Point, at the mouth of the harbour, that would afford safety to vessels running alongside the present wooden jetty at all times?—Yes, I do, if it was extended sufficiently far, so as to shut in Carmel Head.

2519. It would prevent the roll of the sea, would it not?—Yes, it would.

2520. Do you think that solidification, as it is called in the language of the Government, which does not mean solidification, but merely driving piles to make the piles closer and firmer, would be sufficient for the protection of vessels running alongside?—It would be a decided improvement, but I think it would not upon the whole be sufficient.

2521. Do you think if it was really solidified in the English sense of the term, that would be advisable?—I think it would.

2522. To make it perfectly solid?—Yes; that might be done by piling.

2523. Do you think if it were made solid that there would not be a roll of the sea round the point, so as to make it inconvenient for vessels running in there?—I should think that in northerly gales the accommodation at what is called the temporary pier would not be sufficient.

2524. And that nothing but a breakwater would make it perfectly sufficient, in your opinion?—In order that they might land on both sides of the pier, I think a breakwater would be very desirable.

2525. Do not you think that that would be very desirable for the packets in all weathers?—Yes; it would be an advantage to have the use of both sides of the pier.

2526. That would make that part of the harbour perfectly satisfactory for the departure of the Dublin boats, would it not?—I think so.

2527. Have you any anticipation of boats being made so large within the next 10 or 20 years, that this harbour would become useless?—I think not. I think there is a limit to the size of vessels for the packet service.

2528. And, therefore, you would not put off getting a suitable landing-place for 10, 15, or 20 years, on the hypothetical idea of larger vessels being constructed?—No, I think it is very likely to be a long period of time before the size of vessels will increase to the extent supposed in the question.

2529. You think that running out a breakwater, and making a landing-place there, would make it perfect?—It would give great additional accommodation.

2530. You see the piers marked blue on the plan; do you think that they would afford superior accommodation for the packets to that afforded by the present landing-place?—I think that as a protection from northerly and north-easterly gales I should prefer to place the piers in a different position.

2531. Would you place them where they are now?—No, I should prefer to place the piers from east to west, about where the angle is on the right hand of the blue pier, turning the head of it the other way.

2532. Are you aware of the locality sufficiently to know that in the case of mail steamers coming in there to the piers placed in that direction, an objection might be raised on account of vessels anchoring in their course?—Of course, if vessels anchored in their course it would be dangerous to approach those piers. If the original breakwater had been extended further to the eastward, so as to shut in Carmel Head, I should see no objection to piers in that position; but that not being done, I think that in northerly and north-easterly gales it would be difficult to approach those piers.

2533. Can you conceive of anything worse than the line of that outer breakwater?—I have often expressed my opinion upon that point for years past. I think it is exceedingly bad.

2534. Then you do not approve of the blue piers, as proposed on that map, as compared with the present jetty?—No; I think that with the main breakwater merely extended to the distance shown on the plan, the sea is not sufficiently shut in

in from the north and east to render those blue piers safe.

2535. That is to say, Carmel Point is not shut out?—Just so.

2536. Therefore you would prefer the present landing-place to the blue piers, if the breakwater is not made?—Yes, if matters remain as they are at present.

2537. Have you ever thought of what the expense of the proposed breakwater might be?—I think that a breakwater might be constructed for 50,000*l.*, to serve as a breakwater simply.

2538. Would that be simply a breakwater, or a landing-place?—That would be simply as a breakwater, so as to effectually shut in Carmel Head.

2539. If that breakwater were finished so as to make it a landing-place, what sum would you put for that?—To enable vessels to get alongside, a trifling addition to the 50,000*l.* in the shape of timber-piling would be sufficient.

2540. What do you think would make the whole thing satisfactory as a landing-place?—If constructed of timber and rubble stone, it might be made to serve as a breakwater and an occasional landing-place on the inner side, for 55,000*l.*; a stone breakwater might be constructed for 150,000*l.*

2541. You think that with a wooden pier it might be constructed for 55,000*l.*, and as a breakwater, without any landing-place, for 50,000*l.*?—Yes.

2542. Do you think that that would make the harbour perfect?—So far perfect as to render it safe on all occasions for vessels.

2543. Is the water deep enough inside between the wooden jetty and the Platters for vessels of the draught of the Dublin steam-packets to run in?—Yes; on measuring it on the plan here, I find there is about 800 feet of available length, which is sufficient for two berths, with a depth of water ranging from 16 to 19 feet at low water of spring tides.

2544. Would it answer, supposing an increased number of packets were to run daily?—Yes, it would; there would be two berths available on the inner side and two on the outer side, in ordinary weather.

2545. You think that it would be satisfactory for the packets to land there in safety and for the public convenience?—Yes, I think, for the immediate necessities of Holyhead it would be sufficient.

2546. Do you anticipate any other necessities than those of the present postal service, or, perhaps, additional packets?—I think, for some time at least, I should anticipate that there would be no additional accommodation required.

2547. You seem to regard this as merely provisional; what would be your anticipations with regard to any future time?—If, for instance, it should be determined that the Transatlantic packets and vessels of a large class should start from Holyhead, increased accommodation would be required, but for the Packet Service simply, I think that this would be sufficient.

2548. The Transatlantic packets, of course, are out of your ideas altogether in giving this recommendation?—They are.

2549. Do you think that a shed could be put on the present wooden jetty, so as to protect the passengers from the weather?—If it were strengthened, I should say that there would be no difficulty in putting a shed on it.

2550. Do you not think that a shed would be a great convenience to passengers in wet weather?—It would be a shelter, of course, during wet weather.

2551. If it was on the weather side, the rain would get under it to a great extent, would it not?—If you constructed a shed with sliding doors, you might have a portion of it closed in wet weather.

2552. Have you seen that plan at Liverpool?—I have.

2553. Is there any reason why the same should not be constructed on the jetty at Holyhead, if it was strengthened?—It is quite possible; and I see no reason why it should not be done.

2554. And, with a breakwater covering it, there would be less difficulty or danger, I presume?—It would be somewhat less dangerous, but there is no difficulty in constructing a shed on the present jetty.

2555. Do you think that a screen placed on it would give any great amount of protection to vessels running alongside of it?—Yes; if you mean that it is to be solidified, no doubt it would afford more shelter.

2556. There is no difficulty in having a shed and a screen also, is there?—I see none.

2557. On looking at the map, do you see a place called the Admiralty Jetty and the Camber, which are in the inner harbour.—Yes, I do.

2558. Are you aware that it is proposed to take away that Admiralty jetty, and keep the place for vessels to run alongside in northerly winds. There are also some buildings at the end of that jetty, on the side towards the town, which are now occupied by the Railway Company, and it is proposed to remove them, and make a quay alongside, where vessels could run; have you ever looked at that plan?—No; I have not. It is the first time that I have heard that it was contemplated. That would include, if the soundings are right, the deepening of the whole of the harbour.

2559. It would require the harbour to be deepened across, would it not?—It would.

2560. Supposing the harbour to be of mud, do you think that it would be very expensive to deepen it?—If it was of mud it would not be very expensive to deepen it, but if it was rock it would be a very expensive process.

2561. If it was partly rock and partly mud I suppose it would be expensive, according to the nature of each material?—It would.

2562. But you would have to deepen the whole way across?—Yes, you would, so as to enable a vessel, provided she drifts to leeward in northerly gales, not to take the ground. I think it is advisable that packets of this size should not take the ground at all as a rule.

2563. Are you aware that from the knuckle which you see on the plan to the bottom of the Camber, vessels are aground at low water?—I should think so; I believe they draw about 14 feet.

2564. You would recommend that it should be deepened to such a degree that vessels could be always afloat there?—Yes.

2565. And that that should be done across to the opposite side, where there are some docks?—Yes, it would be desirable.

2566. Are you aware what the distance would be?—About 500 feet.

2567. What is the length of those vessels?—Three hundred and fifty feet.

2568. Would you not, in order to let the vessels swing, have to widen it more than the length of the vessel at least?—I think it would be

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be desirable. I am measuring now from the point of the jetty on the south side to the line of the pier on the opposite side, and that is 500 feet; I think that is not sufficient to allow a vessel of 350 tons to swing with safety in all cases.

2569. Are you aware that at that point the pier is made of stone?—Yes.

2570. Do you not think that if you deepened it near there you might endanger the foundation of the pier?—Yes, but that is a difficulty which no doubt would be got over by underpinning.

2571. Would not that be very expensive?—It would be expensive.

2572. Are you able to form a rough estimate whether it would be more expensive than the breakwater?—I think, on the supposition that there is rock in the bed of the old harbour, the removal of that rock, and the necessary securing of the pier by underpinning, so as to admit of an increased depth, these works together would in all probability cost quite as much if not more than the proposed breakwater.

2573. It is stated that the rock commences at the bottom of the Camber, but from that place outward it is mud and sand, and only partially rock. It is also stated that the pier might be injured if it were deepened close to it, and therefore it would necessitate underpinning at least; are you of that opinion?—Yes, if the bed was mud, or any soft matter, the pier would require to be underpinned.

2574. Looking at it in that way, you think the improvements which would be made there would, probably, be as expensive, or more, than a breakwater outside?—I think so; and I think that when the improvement was made you would not give the same extent of accommodation.

2575. Even if you made the pier broader?—Yes.

2576. Did you ever consider how the railroad would come to the new breakwater which is proposed?—It is shown on this plan.

2577. Is not that a more satisfactory curve and a more easy access than the present one?—The curve is not so sharp; there is no difficulty in getting down to the proposed new pier.

2578. There can, therefore, be no objection on that ground?—None whatever.

2579. Why would you prefer the breakwater to the improvement of the inner harbour?—I should prefer the breakwater, because it would, as it were, under the circumstances, double the present accommodation, and also give a very increased accommodation in itself.

2580. Do you think that there would be greater facility in getting away from it?—Yes, I do.

2581. And in getting in also?—Yes.

2582. Therefore, altogether, your opinion is, that the breakwater is the best improvement that could be made?—I think so.

2583. Are the Committee to understand you, that if vessels were increased in size hereafter that breakwater would be in the way?—No, I think not; because you could increase the accommodation in other parts of the harbour; for instance, a vertical wall might be built along the inner side of the present breakwater, and provision made there.

2584. If it was constructed for the present vessels, it would not do for larger sized vessels?—It would not do for vessels of a much larger class than they use at present in the packet service; vessels drawing 14 feet of water.

2585. Mr. *Dalglish.*] In that breakwater, coloured blue and pink on the plan, do you propose that one side of it, that is to say, the inner side, should form a quay for vessels to land at?—Piles might be driven on the inner side of the proposed breakwater, which should serve the purpose of vessels landing there occasionally; but if it is to be used as a pier for the packet service, I should recommend it to be made of stone at once.

2586. How much would that cost?—£150,000.

2587. That is to say, building it with stone, so as to admit of the packet lying alongside?—Yes.

2588. How do you propose to bring the railway there?—It is shown on this plan.

2589. Colonel *Pennant.*] Would that alteration do away with the necessity of changing the engine?—Yes; the engine might go down on to the pier if it is made of stone.

2590. You are decidedly of opinion that it will not be necessary to carry out that breakwater as far as the Stag Rock, in order to give still water at the jetty end?—I think not. This line shows the line of Carmel Head, and if the breakwater was extended beyond that line, I think there would be sufficient shelter.

2591. Mr. *Milner Gibson.*] How much a foot do you think you could build that breakwater for?—About 35 *l.* a foot run throughout.

2592. Would it cost no more at one end than the other, do you think?—I am giving the average. Making the end of the breakwater first a stone abutment, as at Falmouth, 250 feet long to low-water mark, and then projecting the breakwater 1,300 feet beyond low-water mark.

2593. Do you think that you could complete that for 35 *l.* a foot?—Yes.

2594. How long is it to be?—One thousand three hundred feet beyond low-water mark. I make first a stone abutment of 250 feet long; that might be done for 20 *l.* a foot, run as far as low-water mark; then the timber breakwater, which projects 1,300 feet, would come to about 35 *l.* a foot. It is precisely what I have lately constructed at Falmouth.

2595. What would the whole come to, including the stone abutment?—The stone abutment would come to 5,000 *l.*, and the timber pier to about 45,000 *l.*, say 50,000 *l.* the whole.

2596. In addition to that, in order to provide what is said to be necessary for the boats and passengers, there would have to be a screen and a roof on the present jetty just the same, whether you had a breakwater or not?—You would not require a screen at the present jetty if the breakwater were constructed, because the present jetty would be under shelter, but you would require a shed to protect the passengers, not a screen.

2597. Would not it be a great disadvantage to passengers to be brought to the north side of that jetty, even though it might be smooth water, with a strong northerly gale, in a driving rain; because, I presume, if they had the breakwater, they would always come to the north side in northerly gales?—I think they might take the lee side.

2598. Then they do not want the breakwater if they go on the lee side?—If they go on the north side they might have a close shed, with sliding doors, and only open one of those sliding doors at a time, opposite where the gangway of the steamer might be; the passengers would be in perfect shelter under this shed with one of those sliding doors open; there would be no difficulty about that.

2599. What would be the expense of dredging a place

a place sufficient for reserve boat to lie in?—That might be done for 1,000 *l.*, on the supposition that the bottom is mud or a soft material.

2600. If she lay above this extension berth she would be out of the way of the incoming packet, if the incoming packets came to the extension berth, would she not?—Yes, she would.

2601. If the incoming packet came to the extension berth she would have a solid pier to the windward in northerly gales, and would be quite sheltered?—Yes, at that point she would.

2602. Therefore, for 1,000 *l.*, as far as the harbour is concerned, you could provide accommodation for the reserve boat, and the incoming boat might use the extension pier?—You could provide a berth, but you would not enable the boat to wind in that berth; it would be simply a berth, she would have no room to wind.

2603. But she could back out, could she not?—Yes, she could back out.

2604. Is this an accurate plan of Holyhead Harbour which you have put before me?—Yes; it is enlarged from the Admiralty Chart.

2605. In addition to 1,000 *l.*, you would have that screen and the roof for the shed to provide for?—Yes.

2606. Would not that provide accommodation for the present service of two boats, the incoming boat being the boat that always takes the return mail; and it not being necessary to have more than one reserve boat lying in the harbour?—No; I think that would not be sufficient in north and north-easterly gales; it would be exceedingly difficult for a boat entering to keep sufficiently close to the pier to avoid grounding in shallow water at the south side of the harbour. In order to enable the vessel to come alongside that pier safely, it would be necessary to dredge the harbour for nearly its whole width. I should not think that a berth, simply dredged alongside the pier, would be sufficient.

2607. They always have come to this eastern extension, have they not, without getting ashore?—They have come there; but I presume that there has been inconvenience felt at times in coming there.

2608. That was at the time when the Eastern Extension was not so good a protection as it is now?—The recent boats from their great length would be very apt to drift to leeward in north and north-easterly. I cannot conceive that it would be easy to get close alongside the pier with those boats.

2609. But they could get sufficiently close to enable them to throw a rope and haul them alongside under the lee of the pier surely?—Yes, if you get the warps out, you can bring the vessel alongside.

2610. But they would get the warps out, would they not?—Not in coming in at night; it is very difficult for a captain to judge the distance from the pier so accurately as to run alongside without risk.

2611. He can go sufficiently near to get a rope ashore, can he not?—He might; but in a very strong north and north-easterly gale, I very much doubt whether an ordinary warp would be sufficient.

2612. Would not a screen greatly break the force of the wind?—There is no doubt that a screen would materially improve the present jetty.

2613. You do not know but that though the screen would afford a considerable shelter against the wind, so that the difficulty of coming alongside would be materially lessened?—It would be lessened, undoubtedly.

2614. But until it is tried, you cannot tell to what extent?—I am speaking from my experience at other ports. I am familiar with bringing vessels alongside piers under a variety of circumstances, and, from my own experience and observation, I should say, in north and north-easterly gales, even within screen, it would be difficult to bring a vessel alongside the inner side of the pier.

2615. If they attempted to come to the leeward of the pier, even with the breakwater, that difficulty would not be lessened?—I think that the difficulty would be lessened if a considerable portion of the inner harbour were dredged.

2616. If you came to leeward of the pier, the difficulty of coming in alongside it would not be lessened by the breakwater to the northward, would it?—To a certain extent, it would, as far as the sea is concerned; of course the wind would remain the same.

2617. There would be no sea, would there, if the eastern extension were solidified, or this piling were completed?—No, if it was solidified, and made a solid pier, there would be no sea of any consequence.

2618. There would be no sea inside the extension berth?—No, you can scarcely call it a sea.

2619. It is the wind which makes it difficult to come alongside, is it not?—Yes.

2620. If you do come to the leeward of the pier, that difficulty would not be lessened by the breakwater out to the northward, would it?—It would not.

2621. And you must come to leeward, must you not if you mean to do justice to the passengers in a strong north-east gale?—Yes.

2622. If the breakwater were constructed, it would be necessary in order to give proper facilities in north and north-easterly gales, to dredge the whole harbour to nearly the whole of its width?—It would be desirable to do so.

2623. How much would that be in addition to the cost of the breakwater?—If the boats were to use what I understand is the inner part of the pier, with the right of coming to the leeward, if they are to use the temporary pier it would not be necessary to deepen it to so great an extent.

2624. Lord *Richard Grosvenor.*] Do you know any similar case to this anywhere around England where one pier is built or proposed to be built to protect another one?—Yes, you may say that there are something like parallel cases. I will take the case of Falmouth. I have constructed a breakwater there across the harbour, to protect the inner piers.

2625. But not so close alongside it as this is?—No, a greater distance from it.

2626. And is it effectual there?—Yes, there it is effectual.

2627. Colonel *French.*] Do you think that iron steam-packets should have the opportunity or the means of lying dry in order to clean them, so that they may maintain their speed?—It is very desirable, in fact it is quite necessary.

2628. Would your plan admit of that accommodation?—It would.

2629. Are you aware that the principal reason for expending money on Holyhead harbour was that it formed the best point of departure for Ireland?—That I understand to have been the principal reason.

2630. Are you aware that evidence to that effect was given by Mr. Rendel?—Yes, I am.

2631. Will you read what Mr. Rendel stated

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to the Committee, in 1853, upon that subject?—He was asked: "Are you aware that one of the principal reasons for expending the money which is going to be expended upon Holyhead harbour is, that it forms the best point of departure for Ireland?" Mr. Rendel's answer was: "That was the ground upon which it was undertaken. Unless that had been proved by successive commissions, which, I believe, were spread over a period of eight or ten years, and in which we had some of the best nautical men, and some of the most experienced engineers in the country; if it had not been their universal opinion that Holyhead was the best point on this side of the water for a communication with Ireland, that harbour would never have been undertaken."

2632. Do you agree with Mr. Rendel in that view?—I do.

2633. Mr. *Milner Gibson.*] With regard to the durability of the wooden frame-work of this stone pier, what have you to say upon that point; how long would it last?—I have experience of creosoted timber now extending over a period of eight or nine years, in situations where timber not creosoted is destroyed within two years, and I find no trace of the action of the worm upon the timber properly creosoted; therefore I think that if the worm does not attack the timber within the first eight or nine years, it is just as unlikely to attack it for the next 40 or 50 years. If properly done, the creosote remains in the timber, and if the worm does not attack it within a few years, it is likely to last for a long period of time.

2634. The durability of the wooden frame-work is a very essential part of your plan, is it not; and if it only lasts some 15 or 20 years there would be a considerable expense again incurred upon this breakwater at some future period?—I should explain most distinctly that if money and time are no object, I would prefer, of course, in all cases constructing a stone pier. The first timber pier which I constructed on this principle was at Blyth, in Northumberland. There we proposed to improve the harbour, and the first question was to afford shelter to vessels entering, and I advised a pier running out to nearly 4,000 feet in length, as a breakwater on the north side. I commenced constructing a stone pier, and carried it on for about 1,000 feet in length; but it was subject to constant breaching by the action of the sea, and I found it was so costly, and would occupy such a long period of time in construction, that it would be perfectly impossible, in a commercial point of view, to carry out the pier for the whole length required; and I therefore directed my attention to some mode of doing so in a more rapid and economical manner. Then the pier was carried out, in three years, for a length of 2,700 feet, with creosoted timber and rubble stone, and it has stood the severe storms of many winters without breaching, whereas the stone pier at the landward end has been repeatedly breached. I argue that, as a matter of economy, if you have to construct a stone breakwater similar to the breakwater at Dover, the most economical mode of constructing that breakwater would be, in the first place, to construct a rubble stone and creosoted timber breakwater for the whole length of the intended permanent stone structure; you can do that in a very short space of time for a comparatively small sum of money, and you have immediately a sheltered position, and you can then go on casing the timber and rubble stone breakwater rapidly and economically. I think that the great mistake in carrying out our breakwaters is, that we carry them out from the end simply by advancing gradually out to sea from the end; the amount of work to be done is limited; you cannot go beyond a certain rate; it is exceedingly costly, and occupies, necessarily, a very great period of time; and it is also subject to constant breaching by the action of the sea. I am certain that if the breakwater had been carried out at Holyhead, in the first place, in the way I speak of, and in the way in which I did it in Falmouth and Blyth, for the whole length of the stone structure, it would have occupied less than one-fourth of the time, and would have been done for less than half the money. I prefer a creosoted timber and rubble stone breakwater in the first place on the score of economy and rapidity of construction.

2635. To be afterwards succeeded by a more expensive structure?—Yes.

2636. Is that 50,000*l.*, of which you have spoken, to be expended upon a structure which is to be regarded as somewhat temporary?—In all probability it might be an effective breakwater for 50 years without any stone-casing at all. I may say that I had my attention called at the time when I projected the pier at Blyth, to the various harbours upon the Dutch coast and upon the French coast. We know that both Boulogne pier and Calais pier, and various piers upon the Dutch coast, are composed entirely of timber. Some of those piers are two or three centuries old, and they are still going on extending them in the same way, but not with the improvement of creosoting, which adds very much to the durability of the structure. On the Dutch coast there are piers at the mouth of the Rhine, at Helvoetsluys, and there are a great many timber structures at Rotterdam.

2637. But those are not breakwaters, are they?—Yes, the one at Boulogne is a breakwater, and so is the one at Calais; and they are at present extending them in a similar manner with timber, simply on the score of economy and rapidity of construction.

2638. Colonel *French.*] In all those cases, is the timber durable under water?—No; they have the worm also on that coast.

2639. Mr. *Milner Gibson.*] In the Falmouth case, did not a question arise as to the durability of the work when it was proposed to raise the money?—The question did arise.

2640. How was it disposed of?—I maintained, as I do now, that if the worm will not attack the timber within the first five years, it will not attack it within 50 years, because the appetite of the worm is not likely to change, and the creosote remains in the timber. At Falmouth lately I discovered a dry oak wedge that was driven in between two creosoted piles; it has been there for two years, and it is completely eaten by the worm, whereas the creosoted piles between which it was driven are entirely untouched.

2641. What is the expense of creosoting timber?—About 5*d.* per cubic foot. I have generally put about 14 lbs. to 18 lbs. of oil into every cubic foot of timber.

2642. Lord *John Browne.*] Has the present wooden pier at Holyhead been cresoted?—I am not aware that it has.

2643. Mr. *John Tollemache.*] The pier of which you have given evidence is not a plan of your own, I believe?—No; it is a plan which I saw a considerable length of time ago at the Admiralty.

2644. Is it a plan which you yourself would recommend to be carried out?—No. I should be inclined

inclined to carry out a more extensive plan. That is to say, to have that breakwater further out.

2645. Supposing any large outlay were made, you would not recommend it to be made in carrying out the plan as it is shown there, but a different plan?—I should prefer to move this breakwater further seaward, so as to enclose a larger area.

2646. Do you believe that the enclosing of that larger area would be attended with great additional expense?—It would be attended with additional expense; but I should say not great additional expense.

2647. At what do you estimate the cost of the red line?—Executed in stone, according to this plan, about 150,000*l.*

2648. If that cost 150,000*l.*, what would the plan cost which you would recommend to be carried out, which would include a larger area?—Probably an additional 100,000*l.*

2649. What you say is this; that if your plan were carried out, which would enclose a much larger area, the expense would not be very great in addition?—Probably 250,000*l.* would carry out a much more extensive plan; more than double the area.

2650. As against 150,000*l.*?—Yes.

2651. *Colonel French.*] Would not that encroach upon the refuge harbour?—I think not.

2652. Mr. *Milner Gibson.*] With regard to coming on the north side of this eastern pier, which is said to be desirable, what is the length of the eastern pier which you have got to come alongside?—I think it is about 400 feet.

2653. When you come alongside the eastern pier, on the north side, you have got 400 feet to dispose of to lay the ship?—Yes.

2654. How long is the ship?—Three hundred and fifty feet.

2655. Then you have, within 50 feet of the ship's head, when she comes to the north side, a direct stone obstruction, and if she has, in the slightest degree, too much way, she runs head in to the pier, is not that so?—Yes; it is so with the existing pier.

2656. Is not that a very dangerous thing, and is it not one reason why they do not now come alongside the north pier; that they have got a stone projection right ahead of the ship, very close to where the ship has to be stopped?—I should say that it was very objectionable, and attended with considerable risk.

2657. It is alleged that you cannot come to the extension berth where the reserve packet is lying here, because if the ship has got a little too much way, she is liable to run into the reserve packet; is not it also the case that if she has got a stone buttress ahead of her, upon the same principle, she is liable to run into it if it is so close to her head where the vessel has to be stopped?—She would require to go in with a great deal of caution.

2658. Is not it likely that the north side of the eastern extension would not be used much on that account?—As it is now, I should say that that would be an argument against using it, but if a breakwater were constructed seaward of it, all that might be remedied by building a straight wall, and doing away with the round there, and making a vertical wall.

2659. But the breakwater alone, unless you do away with this shoulder, and built a stone structure of some sort, and carried it in a straight line, would not meet the difficulty?—It would not meet the difficulty. The vessel might do as I have seen done in many other places; she might come alongside the breakwater, get out the warps, and gradually slacken down to the weather side of the pier. That is very often done in a pier which I have some connexion with, at Silloth, on the Solway Firth.

2660. Lord *Richard Grosvenor.*] In that case would you propose to land passengers on this side of Mr. Watson's proposed pier first?—Yes.

2661. Mr. *Corry.*] Is it your plan to carry out the breakwater as far as the Stag Rock?—That is no plan of mine; this plan does not extend as far as the Stag Rock by a considerable distance.

2662. You talked of enclosing a greater space when there was a plan put before the Committee a short time ago; would that include the Stag Rock?—No, it would not.

2663. Mr. *Laird.*] Have you any doubt about getting this breakwater built for the amount of money which you have stated?—I am speaking from my actual experience in constructing works of a similar class.

2664. Could you get a contractor to do it?—I have no doubt I could.

2665. Supposing the inside of the harbour to be rock, could a correct estimate be given of the cost of that work?—We have but very little experience in excavating rock under water; the experience which we have shows it to be an exceedingly costly operation, and very slow.

2666. Would 1,000*l.* dredge the berth inside for a vessel, supposing it to be mud?—Yes.

2667. But if the harbour is to be deepened right across, and should turn out to be rock, could any correct estimate be formed of the cost of making those improvements inside?—I think not, neither of the time nor the cost.

2668. You have been asked about the sheds on the pier, have you ever constructed sheds yourself in any exposed situations with sliding doors?—Yes, I have.

2669. Have you ever seen those at Liverpool?—Yes, I have.

2670. Is there any difficulty in constructing such a shed at Holyhead?—None whatever.

2671. With regard to this new mode of constructing piers, you have constructed piers at Falmouth and at Blyth; have you any other works of that kind going on?—The piers at Douglas, Peel, and Ramsay in the Isle of Man, and at Port Natal, in South Africa, are at present in progress.

2672. Whom is the one at Douglas being done for?—For the Treasury, I believe.

2673. *Chairman.*] The right honourable gentleman has asked you if you thought that a berth for one vessel would cost 1,000*l.*, and you say yes; do you think that would be an efficient improvement of that harbour?—No; I think that in northerly or easterly gales it would be very difficult for a vessel to get into a berth.

2674. To make a satisfactory berth for the packets there, is it not your opinion that the whole harbour should be dredged across from one side to the other in order to give a vessel room to swing?—Yes.

2675. And that that should be done as high as the berth goes up?—Yes.

2676. Then that would be not only 500 feet in breadth, but it would be considerably more in length?—Yes, it would.

2677. Assuming it to be the heaviest ground, would not that be a very large excavation?—If it is rock or even partially rock, it would occupy a great

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a great length of time, and would be a very costly operation.

2678. Are you aware that it is very shallow?—The chart shows it to be so.

2679. Therefore deepening it even in mud would be an operation of time and expense, would it not?—Yes, it would.

2680. Altogether you think that the expense of making that perfectly satisfactory would be quite as large as constructing a breakwater outside?—I think it would, and even if carried out, I do not think it would give the same amount of accommodation.

2681. Mr. *Dalglish.*] How much accommodation do you calculate would be given by the breakwater pier?—There would be two berths on the leeside of that pier of 800 feet.

2682. What is the room from the entrance to the Camber up to the first rock in the inner harbour?—The distance is about 1,200 feet.

2683. Then there would be 1,200 feet of quay wall?—Yes, provided it was deepened.

2684. If there was no rock, but only mud, I suppose you would not consider the expense of clearing away that mud for a depth of 14 or 15 feet very great?—Looking at the soundings of the harbour, as far up as the point which you have indicated, it would be necessary to dredge for a considerable depth so as to have 15 feet of water at low-water spring tides, and that would involve the reconstruction, no doubt, of the quay wall for the whole length.

2685. Might not that be done cheaper than making a pier and quay wall alongside it?—I should think not; because there is an indication on the chart that the rock extends to that point, and to excavate rock to a depth of 15 feet at low water is an exceedingly costly operation.

Admiral George Evans, called in; and Examined.

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2686. *Chairman.*] You are an admiral in the Royal Navy?—Yes.

2687. You are acquained with the harbour of Holyhead, are you not?—Yes.

2688. Are you acquainted also with the wooden jetty there?—Yes.

2689. You have landed there frequently from vessels coming from Dublin, have you not?—Yes.

2690. Do you consider it a safe pier for the landing and departure of the packets between Dublin and England?—I think it is a safe pier; but it is not so safe as it could be made, and it is an inconvenient pier.

2691. By inconvenient, do you mean inconvenient for landing mails and passengers, or both?—Yes, and getting a vessel alongside of it in a gale of wind.

2692. Does not delay occur from that inconvenience in landing the mails and passengers?—In a gale of wind it is sometimes very hard to get the boat alongside; if there is a heavy sea running, it drives her off, and it requires a great many hawsers and the working backwards and forwards of the engines to bring the vessel alongside.

2693. In what state of the wind is that inconvenience chiefly felt?—When it is north north-east and round to the north-east.

2694. Do you think if those hawsers broke, there would not be some danger to the vessel?—No doubt of it.

2695. Do you think there would be any way of improving that pier?—Yes, I think it might be improved.

2696. Do you think it would be improved by making it firmer, or what they choose to call solidifying it, that is to say, by driving more piles into it?—I think that by having screw piles and the piles put closer together, it might prevent the sea coming through; and if there were a shed over it, it would be also a very great protection to the packets coming in.

2697. And to the passengers in landing?—Yes, to passengers it would be a great comfort in landing.

2698. If it was made so solid as you speak of, do you think there would not be a sea rolling round the point of the pier, what you would call a swell at the leeside?—There is no doubt of that; when you cannot get to the weather side, there is a great difficulty in swinging a vessel afterwards in so confined a place.

2699. Do not you think it would be an advantage to have both sides to go to?—No doubt of it.

2700. If a breakwater were placed at what is called the Inner Platters, and running towards the Stag Rock, or somewhere in that direction, would not that be a great protection to this pier?—It would be a very great protection, and it would afford just three times the accommodation that you have now in a gale of wind, because it would give both sides of the inner pier and the inside of the outer one.

2701. If that were done, do you think that the landing place would be satisfactory?—I think so; I reported on that in 1835, when I was with the Post Office Inquiry Commissioners, and in 1836 I reported that there should be a pier run out from the Platters towards the Stag Rock, to protect the inner pier.

2702. And is that your opinion now?—Quite; and I think that that would have been done if it were not for the project of a much larger scheme to make it a harbour of refuge.

2703. That harbour of refuge has been made, has it not?—Yes, as far as it has gone.

2704. Can you conceive anything worse done than the whole of that breakwater?—There was a mistake in making that angle like a dog's leg; there it is, a re-entering angle from the sea, which is certainly the worst shape that it could be.

2705. Are you aware of those piers that are marked blue on that map?—Yes, I can see them.

2706. Do you think that that is a good position for a landing-place?—Certainly not; for in a gale of wind from the north, the sea would set right into them, and if you were there with a north-north-easterly gale, I do not see how you could swing the vessel, for there is not more than the vessel's length between the two blue piers; it is not more than 400 feet, and the Dublin Steam Packet Company's vessels are 350 feet, besides the length of the bowsprit.

2707. Then you think that the present landing place is a better point for landing than those piers would be?—For the mail packets, certainly, because even if those blue piers were made there, it certainly would only be in north-west or westerly gales that it would be possible to get to use them, and

and I think you could not get in there with those very long boats with safety, owing to the number of vessels which in a gale of wind run in and anchor under that outer arm of the breakwater.

2708. Do you think it would be possible for any harbour-master, however bold he might be in assertion, to keep a clear line for the vessels?—It would be utterly impracticable; he must be on board the vessel that is coming in in a heavy gale of wind to do that, because a captain coming in on a dark night would anchor where he could get a clear berth, and no harbour-master would attempt to move him till the gale had abated, and those steam packets would have to run in between those vessels.

2709. Therefore there is a very strong objection at any time to making this pier?—At all times.

2710. Do you know any part within the outer harbour where you would recommend a pier to be made in preference to this?—I do. There are plenty of places where you could make them; but they all would have that disadvantage which I have already alluded to, of running in on a dark night in a gale of wind through the vessels which would be taking refuge under the breakwater.

2711. That would be an objectionable thing for the packets, would it not?—Highly so.

2712. Do you think that if those blue piers were thrown in an opposite direction, that is to say, east and west, instead of north and south, that would afford a protection?—Yes; then the packet would have to run round those vessels; and I think the piers would be in a much better position, as they would be available not only for the packets, but for a large class of merchant vessels.

2713. With the vessels as they are now, you would not recommend the construction of those piers?—Certainly not.

2714. Are you aware what those piers would cost?—I have heard it stated that they would cost 450,000*l.*

2715. Therefore you would not advise the country to go to the expense of 450,000*l.* to construct those piers which you conceive to be useless—Certainly not.

2716. Have you any idea what the cost of the breakwater would be?—No; you can get that, I should think, from some engineer. I cannot tell you that.

2717. There must be a great difference in the cost, must there not?—Yes; in the first place, it would not go into such deep water.

2718. And of the two you would prefer a breakwater in order to secure a safe landing for the packets to doing anything to those piers, marked blue on the map?—I should, certainly; for, if that were done and they cleared out the inner harbour, which is a very beautiful harbour, then the mercantile community might use the inner harbour, and the packets the outer one, without ever coming into collision at all.

2719. Would not it be an advantage that they should not come into collision?—A very great advantage.

2720. Are you aware that the London and North Western Railway Company are now endeavouring to make piers and store-houses in order to encourage the trade of the inner harbour?—I understand that they are going to lay out a large sum of money there.

2721. Would not that be a reason why we should keep the packets where they are at this moment?—It would be a reason to let the packets go a little outside to a new place where the railway curve on to that pier would be evidently much easier, nearly as easy again as it is to come down where it is now.

2722. You are acquainted, are you not, with that part of the pier which is called the Camber, and with the Admiralty jetty?—Yes; in 1836, they could not get a place to put the old packets in, and I reported upon it, and they sent the diving bell down, and they blew up the rocks so as to allow the old packets to go in there; they blew up the rock close alongside the stone pier so as to give them 11 or 12 feet of water alongside.

2723. It has been stated to the Committee that the bottom there is all mud?—It is not so there; I have never had it bored up the harbour, but close down where the Admiralty pier is, it is all solid rock.

2724. It has been represented to the Committee that at the Admiralty pier it is all mud, and that the rock does not commence until you get to where the stores are; that is an error, in your opinion?—It was at the stone pier where the old packets landed where the rock was blown up.

2725. Therefore the rock must be there now, must it not?—I do not know how far it extends from the pier; it dips very often.

2726. There is no doubt, is there, of the rock being close to the pier?—It was blown up at the time I have mentioned, and I should think that there would be rock underneath there now, but I have never had it bored.

2727. Lord *John Browne.*] Will you explain at what part that was?—It was inside the old stone pier where the Admiralty jetty is now.

2728. *Chairman.*] You see the model on the table; do you see the Camber there?—Yes.

2729. Could you point out where the rock is there?—It was somewhere about this place (*pointing to the model*). When the vessels came in round the lighthouse, they could not get in at low water further than just to the very point until the rock was blown up.

2730. That is the bottom of the Admiralty pier, is it not?—Very likely it may be rock at the bottom of that pier; but I cannot tell exactly at what spot it was that it was blown up.

2731. That is built upon now, where the store-houses are?—Yes, very likely that was the spot where the rocks were blown up. There were no store-houses there in 1835; there was only a single pier for the small boats, which drew about seven or eight feet of water; the "Gulnare" and the "Escape," &c.

2732. It has been represented that there is rock at the knuckle; do you agree with that opinion?—That I do not know; this work has all been done since 1835.

2733. If that Admiralty jetty were taken away, and the knuckle straightened to a certain extent, do you think that that would be a good berth for the present packets?—No doubt it would be a very admirable place for them if there be no rock, and if they can deepen it; but then there is always an objection to having only one side to run to in a gale of wind, and that side the side used by large mercantile vessels coming into the port. That is highly objectionable; and if you protect this jetty, so that you could use both sides of it at all times, the protecting wall gives you a lee-side, and you get three times the accommodation that you get now. The silt coming out of the harbour now may occasion the expense of always

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dredging here; whereas, with a breakwater outside, the silt would go clear of it, and very probably there would not be much expense attending clearing it out.

2734. Taking the two improvements together, can you imagine any improvement made towards the Admiralty jetty and the Camber that would be so satisfactory as the one that you have proposed by making a breakwater?—No, it does not occur to me that you could do anything that would give the like amount of accommodation which a breakwater outside would give, the leeside of which would always be available, and also giving you both sides of this inner pier in all weathers.

2735. Do you anticipate that there are any vessels likely to be used within twenty years that would be too large for this pier?—If ever they are made larger than the present ones, I should not like to be a passenger going across the channel in them; for even now those vessels take a long time to answer their helm; and when you consider the trade into Liverpool, and that those long steamers have got to go at right angles to that trade, I can only explain it to you by supposing that you are in a coach at Charing-cross, and that you drive that coach directly across the stream of traffic which meets you there; or if you come across Waterloo Bridge, and drive at right angles to the traffic of the Strand, you will see what difficulty you will meet with; that difficulty is experienced in going across from Dublin to Holyhead; you cross at right angles the whole of the steam traffic into Liverpool; and if you had vessels much larger than the present ones, particularly with paddles (for paddles do not assist the helm, as the screw does), you would find it a very dangerous thing to run across there. They are quite long enough now for safety, in my poor judgment.

2736. Therefore you think that there would be no valid objection to this pier, because of the hypothetical idea of the monster ships that are to be built in the future?—Not the slightest; I do not see why they should build any monster ships, because if the passenger traffic increases, they have only to put on an extra boat.

2737. Would not this harbour, if extra boats are employed, give a protection which would not be afforded by the inner harbour?—Certainly; and in a great emergency they can always have a screen to protect them from the weather while they are lying there.

2738. Therefore you think that that is the proper thing to be done?—Looking at it only as a place for the mail packets and passengers, that is my decided opinion; but if you enter into the question as to the traffic of taking cargoes, that is quite another question altogether.

2739. But confining your examination entirely to the packets and the passengers from Ireland, that is your opinion?—Yes; there is no place so suitable, taking into consideration the number of vessels that will anchor under that breakwater, and the desirability for the steamer to go round outside (which of necessity she does now), she would go clear of every ship that would be lying there without going one yard out of her way, because she could run straight down to that place. She must make a sweep, and in making that sweep, she would clear herself of every vessel that would be lying at anchor there, whereas if you had any pier inside, she would have to run the gauntlet through those vessels which would be a very dangerous experiment for any man in a dark night and in a gale of wind.

2740. Do you see the pencil-marks on that point. The Committee are informed that it is intended that the ships should anchor there. Could you confine the ships to that space; is it possible in heavy weather that you could force ships to anchor there only?—No man living could look at vessels coming in, in a gale of wind, and say that they should only anchor there. Supposing you anchored all the vessels there, and gave positive orders that none of them were to go beyond; and supposing that I was running in, in a gale of wind, I would avoid that spot of course, particularly if I was in distress, but I would get as close to the breakwater and into the most sheltered spot that I could find clear of other vessels.

2741. You think it absurd for any one to attempt to keep the passage clear?—It could not be done; in order to do it you must be on board the ship at sea in a heavy gale of wind, and then you must guide the vessel in yourself, for recollect those vessels come in charge of their captains from sea; they have no pilots on board. If outward bound, the pilots have gone, and they do not pick them up at night when they are coming in, in a gale of wind. The ship would be under the control of the captain, and any captain, if he lost his topmast in a heavy gale of wind, would pick up a birth wherever he could fetch, irrespective of all the harbour-masters in the world, and they could not prevent him.

2742. Are you aware what the whole expense of this harbour has been to the nation?—I have seen some accounts of the expense which has been incurred upon it, and I understand that it is very large.

2743. It has been about two millions, has it not?—It is considerably over a million and a half, I believe.

2744. And with those blue piers which are to cost half a million, it would be about two millions?—I do not know exactly what the cost of those piers would be, but an engineer could give you the cost of them very well.

2745. There is no landing place, is there, which is perfectly sufficient for the packets at this moment?—No; there is no place for the packet to land at but the wooden jetty; that may be a very capital place, but how are you to get to it in north and north-easterly gales?

2746. Therefore, you would not advocate any piers for a packet station to be made along there?—If you did you would destroy the use of the port; you would have to keep it all clear, and that would spoil it as a harbour of refuge.

2747. Colonel *Pennant.*] It was stated on a former meeting of the Committee that the inner harbour is used for small vessels; how do they get in there; are the vessels to run in, in a gale of wind?—Many of them come in, in fine weather, and anchor there.

2748. Are they yachts, and such like vessels?—Yes; but I am speaking of vessels coming in in distress, for which harbours of refuge are particularly made; running in, in a gale of wind, with perhaps two topmasts gone, and in great distress; they run in, and the moment they get round the point of the breakwater, the first place they can get shelter at they let down the anchor.

2749. The vessels lying in the inner harbour are not vessels that make use of it as a harbour of refuge, but vessels that lie there for detention, are they not?—Small vessels particularly might come

come in there; perhaps they might see a gale coming on, and they would run in for shelter.

2750. It is not their habit generally to do so?—I cannot tell that; the harbour-master would give better evidence as to that than I can do.

2751. *Chairman.*] Do you think that in that Camber the vessel that is already there could be so placed as to be entirely clear of the vessel coming in from Dublin?—If the vessel were lying inside, and the place shown on the model is just about her size, of course, if another vessel came in here (*describing the same on the model*) she would not be in her way at all, but if there was a vessel lying outside the Camber she would be very much in the way of a vessel coming in.

2752. Then she would only lie with one portion against the Extension Pier?—Yes; when they come in, they come alongside the Extension.

2753. What is called the Extension Pier is at what is called the Knuckle, is it not?—Yes, and the solid pier extends as far as that.

2754. If the spare vessel is run up into the Camber is she not in the way of a vessel coming into that pier?—She would be in the way, certainly; they are very likely to come here in bad weather, because the sea through those piles is very apt to throw the vessel off the jetty.

2755. When she runs up there, finding the weather too bad to lie alongside the wooden jetty, the spare vessel would be in her way?—Yes, the one in the Camber would then be in her way.

2756. Could it be so arranged that she should not be in the way?—Not unless this part is so protected that there is no necessity for her ever to go beyond this point. The necessity now arises from the difficulty of getting the vessel alongside that pier in a gale of wind; there is no shelter from the sea there, and the vessel would naturally go to where there is a solid part which they could get to, and in doing that this obstruction is certainly in the way, but if the wooden jetty were properly protected, and a shed placed over it, the vessel would never have to go any further.

2757. Lord *John Browne.*] A plan has been suggested of removing the Admiralty jetty which is rotten now, and of continuing by timber the straight wall from the roof of the Admiralty jetty to the Knuckle, and then deepening the water across the inside of the harbour, so as to give the vessels room to swing; would you approve of that plan of bringing the vessels up into that berth?—It would be a very difficult thing to swing them here, the breadth is so small. One of those vessels would tail on in the south side.

2758. You state that deepening the whole of that way across, would not be sufficient to let the vessel swing there?—Not unless you take away the stone wall at the graving dock; if you remove that, then you give her room to swing.

2759. Would not that be a very expensive operation?—That Mr. Hawkshaw can tell you better than I can.

2760. Are you aware that it is a rock?—There is rock underneath, I dare say.

2761. Altogether, you think that it would not do so well as making a breakwater?—There would be the risk, when they were swinging in a heavy gale of wind, of blocking up the harbour at the proper time for the vessels to come in; it would be like running a hawser across the opening of the harbour; and the more the traffic increased, the more would be, no doubt, the obstruction.

2762. With regard to that breakwater, it has been suggested, that instead of taking the line of the breakwater by the Inner Platters, it should take it a larger space in taking it out more to the north; it is also stated that that would cost double the sum of the present proposed breakwater; do you think that it would be worth while to take in that large space, and make that large harbour, or do you think that what is proposed at present would be sufficient?—If you were to take in the larger space, as proposed by Mr. Abernethy, you might be killing two birds with one stone. You would be making accommodation not only for the packets, but for a large mercantile traffic, because you would go out into deep water.

2763. That would be a more profitable thing, would it not?—No doubt of it.

2764. You would prefer, would you not, having a large pier of that kind to those piers which are marked blue on the map?—Yes; I do not like the shape of those blue piers facing north.

2765. In fact, if those blue piers were made, you would have the inconveniences increased, would you not, which you experience in the present pier?—Exactly.

2766. Do you think that from the inner harbour it would be a very inconvenient thing to back out from the Camber and round the point of the jetty?—Yes, it would, in particular winds; it is always desirable to have two sides to a packet harbour, if you want to work to time; where you are carrying mails and passengers, and have to start to a minute, it is a very essential thing that you should have two sides to work at; you should always have one clear side for the packet to come in, and another clear side for the packet to go out; but if you have them both at the same side, which you must have, unless you protect that pier in heavy gales of wind, confusion must arise, and you stop up the harbour to all other vessels coming in or out while you are swinging.

2767. Therefore you think if 450,000 *l.* was to be laid out, it would be better laid out in making a breakwater round the present harbour at some distance from the Platters, than making those blue piers?—Yes; it would accommodate a larger quantity of traffic. In the first place, it would afford the packets a good landing-place; and, in the next place, it would secure the water inside being smooth from every wind that blows; supposing that you reverse that fork indicating the blue piers, you just get what you want; you would be in deep water too, but the piers would lie east and west.

2768. That will be more expensive and more than would be necessary for a packet station, would it not?—So far as the packets alone go, you merely want to protect this pier, you get by that little breakwater which is proposed three times the amount of accommodation that you have now in bad weather.

2769. Mr. *Corry.*] Did I rightly understand you to state that the breakwater which you have suggested would treble the present accommodation?—Exactly.

2770. In short, it is your intention, is it not, that the packets should come alongside the new breakwater?—They might, and I think they would do it, as the railway would run right down to it.

2771. Would there not be an inconvenience in that case in having no certain place for landing and embarking; there must be a railway down to both piers, and you never would know which pier the boat was coming to and which pier the train

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train should be at?—That could be regulated. Having secured these places that you can go into, under every circumstance, you may then make your regulations as to where the packet shall land and where she shall start from, and the trains going down to the one will be clear of the trains going down to the other. Supposing that you had to land a large number of troops, you could take them to one pier and let the incoming mail vessel go to the other, and you would have no confusion.

2772. It would be requisite in that case, would it not, for the railway company to double their accommodation?—The rails would have to be laid to each pier, no doubt, but I suppose the rails to be made with the pier.

2773. Would you have roofings and refreshment rooms on both piers or only on one?—They may have them on both piers if they like.

2774. In that case the railway company would have to double the accommodation; they would be obliged to have accommodation at the present pier and at the new pier?—But it would only be a shed; you would have two sheds, and if the traffic increased to that prodigious degree that is spoken of, you will require that, and it will pay.

2775. Is the pier that you recommend, the one that was suggested by Mr. Watson, or the one enclosing a larger space of water as suggested by the last witness?—That is a matter of expense. Either of them would answer my view. According to Mr. Abernethy's plan, he would enclose a very large space for the mercantile traffic, then both sides of this pier could be used at all times in every weather, and one side entirely for a packet station. If you have, in bad weather, only one side of the pier to work upon, and the mercantile traffic also comes in there, the one interferes with the other; but if you make this proposed breakwater, you will always have room, and not interfere with the mercantile traffic.

2776. Is it your decided opinion that it would not be advisable to incur any great expense in improving the approach to the stone pier by the Admiralty jetty?—I think that there would be more expense attending that than in making the breakwater outside, but the engineer is best judge of that.

2777. Even if the proposed alteration of the steam-pier were carried out, do you think that there would be a difficulty in swinging the vessels?—Yes, unless you take away the wall at the graving dock, and then the question of expense would be very nearly the same, whereas you make a new harbour altogether by merely incurring the expense of the breakwater.

2778. *Chairman.*] You would have both then?—Yes, certainly, you would have both.

2779. Do not you think that in the construction of those breakwaters they have been generally planned by men who are merely civil engineers, and that naval men have had very little to do with them?—As a proof of that, when I was in 1836 ordered to go over all the harbours in England and Ireland, and report upon them, I condemned Dunmore, the first harbour I went to, as perfectly useless, and recommended a packet station to be built at Milford, and the boats to go up to Waterford Quay; that was done; then I found two holes in the rock at Port Patrick and Donaghadee, and those works were stopped by order of the Treasury. Then there was the harbour of Howth; I reported against that, and it was stopped, because the Baldoyne sands were filling it up every day. That harbour was made by the engineer in a corner, whereas if he had built it out a little further there would never have been any occasion to build Kingstown harbour. I believe there is now some Bill before Parliament about clearing out Howth harbour, in order to get fishing boats in. Every one of those harbours was built at the time when there were no steamers running. Engineers were laying out money upon them, trying to adapt them to steamers. In the case of Portpatrick and Donaghadee, close to them lie two of the finest harbours in the world, Loch Ryan and Lough Larne, where they could run any number of vessels; yet they were neglected, and vast sums of money thrown away upon Port Patrick and Donaghadee.

2780. Can anything be worse constructed than this harbour, which we have now before us?—I do not know; it appears to me as a sailor to be very bad, and to have the angle of the dog's leg the wrong way.

2781. Colonel *Pennant.*] Did you express any opinion upon the formation of Holyhead harbour at the time it was commencing?—No; I thought when it was first commenced that it was upon a magnificent scale, but the plan was altogether different from that on the wall.

2782. *Chairman.*] You think that it was too good a plan for the Government to adopt?—I do not know about that.

2783. Mr. *Stansfeld.*] Have you heard all the evidence which has been received by this Committee?—No; I have heard very little of it.

2784. I should like to ask your attention to the heads with regard to which the evidence may be classified. First of all, we have had evidence with reference to certain improvements for the convenience and accommodation of the passengers upon the present pier. Have you heard any of that evidence?—No.

2785. Next, we have had some evidence which, I think, you have heard about the proposed breakwater, which would accommodate the Mail Packet Company?—Yes; I heard Mr. Abernethy on that point to-day.

2786. Then, we know the blue piers scheme, which is a scheme having in view larger and general mercantile traffic and Transatlantic traffic; those are three distinct objects?—Quite so.

2787. If I have understood your evidence rightly to-day, your notion is an improvement upon the blue pier scheme?—Not so much that, as that I thought that Mr. Abernethy's plan of enclosing a larger space might answer the same purposes as were intended by the blue piers, the blue piers being under contract to be built; and in my poor judgment, if built to-morrow, they would not, from their position, answer at all the purpose for which they were intended. I thought that the contract being that those blue piers should be built, if they were made in an opposite direction; and the gentleman who had entered into the contract for making the blue piers could be persuaded to adopt another course, such as Mr. Abernethy recommended, it would be highly beneficial to him and everybody else; but that is a very distinct question altogether from what the Chairman told me, namely, that I was to confine myself entirely to the accommodation for passengers and mails.

2788. Then you have not confined yourself to the question of accommodation for passengers and mails?—I have done so, excepting when I was asked to go out of it in the manner that you are asking

asking me to go out of it, about the larger harbour.

2789. I thought you proposed that there should be a breakwater further north from the proposed breakwater?—I did not propose that; Mr. Abernethy proposed it.

2790. But you adopt his views, do you not?—I say that it might answer two purposes, mercantile as well as packet purposes.

2791. Did not I rightly understand this to be your opinion, that if we are to go beyond the mere accommodation for the passengers, in the shape of a screen or a shed, if we are to go into the question of a breakwater, it would be better to have a more extensive scheme, and to enlarge the harbour accommodation, and not to adopt the proposed breakwater, which is to stop short at the Stag Rock?—I say that, if you want accommodation for the packets alone, this is quite sufficient; but if you want it more for a harbour of trade and commerce, communicating with the London and North Western Railway, such as they anticipate, then if you turn that fork, it might answer the purposes for which it was originally intended, namely, for commercial purposes.

2792. In your opinion, it is not worth while to go to the expense of that proposed breakwater, without entertaining the larger question which you have put before the Committee?—I beg your pardon, it is quite a different question altogether. If you want it merely for the mails and passengers, you cannot do better than this; but if you want to go on a larger scale for commercial purposes, then I say I agree with Mr. Abernethy.

2793. Mr. *Stansfeld.*] I understand your opinion to be this, if we are to go the expense of a breakwater, there are two distinct objects which you think it would be better to contemplate at the same time?—That is a matter of expense; that is a thing which I cannot enter into; it would depend upon various things.

2794. Let us take it without reference to the matter of expense?—Then I say, if you could kill two birds with one stone all the better, if you could satisfy the London and North Western Company; their object is very different from that of the passengers and the mails.

2795. Then I think I have not understood you; I think that if we go beyond the question of passenger accommodation upon the existing pier, for whatever reasons, whether with reference to the relations of the Government with the Packet Company and the Railway, or with reference to the packet accommodation and general mercantile accommodation, you think it would be better to jump from that to the larger scheme, and not to stop at the proposed breakwater?—That depends upon what you wish to do; if you wish to meet the views of the Dublin Company as one of the contractors, and the London and North Western Company as another; and hit the objects of both, you will take the larger scheme; but if you only wish to go to a little expense for the packets, a short breakwater made outside, so as to protect the present pier, would enable the Post Office to levy its penalties upon the Company; but as long as there is no protection to the inner pier, and only one side of it can be used in bad weather, I do not think the Company ought to be made liable for the penalties.

2796. That is not an answer to my question: but that is your evidence, that if the proposed breakwater (I do not mean Mr. Abernethy's scheme, but the originally proposed breakwater) were to be adopted, it would be adopted without reference to the future convenience of the general mercantile traffic, and simply with reference to the packet accommodation?—Entirely with reference to the packet communication between England and Ireland for mails and passengers.

2797. And that would not be the best scheme for this wider and further object?—No; it does not go into deep water enough. The scheme for that would be more expensive.

2798. Therefore, if you were, at any future time, to find it necessary or advisable to increase the accommodation for that kind of traffic, you would have to enter upon a new kind of expenditure and a new construction?—It might be carried on, perhaps, from the outer breakwater, and a railway along it; it might be done in that way, whichever would be the least expensive.

2799. Does not it follow, from these facts, that it would be advisable to consider the whole question together, if you have to build a breakwater at all?—It might be desirable to consider the whole question together, if it was not burked in the meantime; but where there is a small scheme that will answer the purpose of the packets and passengers, it is a pity to put it off *sine die*, until you get a large scheme which may never be brought into practice at all.

2800. But this smaller scheme possibly would not meet the future requirements of the general mercantile trade?—Certainly not; it would not do for the London and North Western Company at all, because they could not bring their large Liverpool ships with cargoes there.

2801. Mr. *Lefroy.*] Would it be suitable, if any increased number of ships were used in the Packet Service?—Yes; for any packet service in the world. It would not do to put the Great Eastern there. You would have to run out some little creosoted piling, as Mr. Abernethy says, at a moderate expense. I can say, as an old sailor, that it is not safe to run across that channel at right angles to the commerce going into Liverpool with any longer vessels than you have now.

2802. Colonel *French.*] The Chairman asked if you had not some experience in steam-vessels, and I think you answered that you have had, did you not?—Yes, I have had.

2803. You are one of the Conservators of the Mersey, are you not?—Yes; I am the Acting Conservator.

2804. Did you command the Lord High Admiral's yacht, the "Lightning"?—Yes, in 1827. That was the first steamer ever commissioned.

2805. Were you the first person that ever brought a steamer across the Atlantic?—Yes; I went across in 1833.

2806. I believe the Admiralty had some doubts as to the possibility of that being done at that time?—Yes, it was objected to very strongly. They did not think that the crew of a steamer could live in the West Indies.

2807. You gave it as your opinion that that could be done, and offered to take the command, and be responsible for its success?—I did.

2808. I believe it was perfectly successful?—Yes. Previous to my sailing, four regiments were ordered out to Jamaica on Service. They had written home for four regiments. It was at the time that the negroes were burning the planters' estates that I went out. I had only to take a few troops in my steam vessel, and they were able to do the duty of double the number if they had had to walk across the country.

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2809. Mr. *Laird.*] You have been asked about improving the inner harbour and winding the vessels there, and you stated that you knew the bottom to be rock?—At one part only. I never saw it bored except there.

2810. Do you consider that that would be at all a suitable accommodation for the Irish Packet Service?—No, I do not think it would inside there. You must not run far in. You must have accommodation, so that vessels may find their position at once, without going through a number of merchant vessels, in order that they may be ready to start the moment the mails are on board.

2811. You consider that if that small breakwater is carried out, it would afford ample accommodation for the present, and any expected increase of the Irish traffic?—No doubt of it.

2812. But if the Government wish to have extended accommodation for commercial purposes, you then think that the longer breakwater would be more beneficial?—Yes, Mr. Abernethy's plan, because it would answer all purposes.

2113. But the space inside the red breakwater would give ample accommodation now?—Yes; it would give ample accommodation.

2814. Mr. *Corry.*] Has there been any estimate of the expense of the larger breakwater that you are referring to?—I thought Mr. Abernethy gave evidence as to what it would cost; I think it was 250,000*l.* He said that the small one would cost about 150,000*l.*, and the other, by enclosing double the area, would cost about 250,000*l.*

2815. Colonel *French.*] Were not you sent down at the time when the "Archimedes" was built with a screw, to report your opinion as to her capabilities?—Yes, I was.

2816. You made a report which was not, I believe, within the knowledge of the projector, as to the immediate power which the screw gave over the helm?—I did; he did not know anything about it until she was tried.

2817. Did not you state your opinion that you believed that it would be universally applied to ships of commerce and of war?—Yes, that has been published since as a prophecy.

2818. Will you hand in the Report upon that subject?—Yes.

[*The same was delivered in and is as follows*]:—

(*From the Nautical Magazine for December, 1852.*)

PREDICTION ON SCREW PROPELLING.

[The following is a remarkable prophecy of the great advantages of the screw propeller, all of which have been completely fulfilled.—Ed.]

"2, Wilton Crescent, London,
"October 23, 1839.

"Sir William,

"In my trip on board the "Archimedes," I observed that the screw possessed the following advantages over the common paddle-wheels:—

"1. By its immersion it is secure from the effects of shot.

"2. Its action and power are not materially affected by the inclination of the vessel.

"3. When the vessel is deep in the water, the power is increased, as the screw moves in a denser medium.

"4. It admits of guns being placed on the broadside.

"5. Its motion, from being under water, is silent, and well adapted to surprise an enemy during the night; and during the day it is difficult to distinguish the "Archimedes" from a sailing vessel.

"6. It does not add to the breadth of the vessel, a circumstance of great importance, not only in navigating crowed rivers, but particularly in entering docks, basins, canals, &c.

"7. It does not agitate the water so as to injure banks of rivers, canals, or passing boats.

"8. There is no risk in passing close to buoys, or floating bodies, during the night.

"9. Sail can be carried as in any other ship, which must reduce the expenditure of coal, and increase the speed.

"10. The strain on the engines being steady and uniform, diminishes the wear and tear of both engine and vessel; and in all probability engines of a slighter construction will be found sufficiently strong, thus reducing, not only their weight and expense, but the space they occupy.

"11. Considerable more speed is to be obtained by the screw, as a propeller, than by the wheel or paddles; for that segment of all wheels or paddles, revolving out of the water, has to overcome the resistance of the atmosphere, and of course the greater their velocity, the greater this resistance becomes.

"In thus stating the advantage of the screw, under circumstances which render the common paddle-wheels lamentably deficient, I have now to draw your attention to what I consider one of the most important results of this excellent invention, namely, its effect on the steerage. The screw being placed immediately before the sternpost, forces the water against the rudder with such velocity that the slightest motion of the helm is sufficient to turn the vessel. This motion of the water against the rudder commences the moment the screw revolves, and causes the vessel to answer her helm before she gets headway: in backing the engine a similar effect in the opposite way is produced on the rudder.

"You can easily imagine how desirable this power over the steerage of a vessel must be in crowded rivers, towing ships, and in frequently getting under weigh in a confined harbour, or on a lee-shore, for however slowly the vessel may be going, the screw will force the water against the rudder with sufficient velocity to make her answer her helm.

"When I take into consideration the probability that ere long an engine will be adapted to give the screw any velocity required (such as Lord Dundonald's rotatory engine now in the course of trial at Portsmouth), I have no hesitation in declaring it to be my firm conviction that the screw will supersede every other means hitherto adopted for propelling vessels, except in very shoal water.

"I am, &c.
"*George Evans*, Captain, R.N.

"To Admiral Sir William Parker, K.C.B.,
"Lord Commissioner of the Admiralty."

"London, November 5th, 1852.

"I do hereby certify that the foregoing is the copy of a letter which Captain George Evans, R.N., addressed to me in October 1839, when I held a seat at the Board of Admiralty.

(signed) "*Wm. Parker*, Admiral."

"Admiralty

Admiral G. Evans. June 30 1863.

"Admiralty Committee-room,
"5 November 1852.

"My Dear Capt. Evans,

"I perfectly recognise in the enclosed the copy of the letter which you addressed to me in 1839, on the subject of the "Archimedes;" and it is a curious document to prove how correctly your prognostications have been verified.

"I trust the certificate I have subjoined to it will meet your object in the identification.

"I remain, &c.

"*W. Parker*, Admiral."

"Capt. Geo. Evans, R.N.

"Bath, 31 December 1859.

"Dear Sir,

"Our "Archimedes" Directors are beginning to show a little business-like activity by the spur of necessity, and are about to show a prospectus, to be put before the public; and I am desired to ask you if you will allow your letter to Sir William Parker to be introduced into it — of course with Sir William Parker's consent. I need hardly add that it would be, in my estimation, and, indeed, everybody's else, of the greatest use to us, and operate essentially to our success. An office is now opened in Cornhill (No. 71), where a clerk and, I should hope, a director, will be always in attendance, and that we may eventually open to the public the formation of a powerful company. I am sure you will pardon my request, which you will of course unhesitatingly decline to acquiesce in if you do not like it.

"I am, &c.

"*Western.*"

"To Capt. Evans, R.N.
"2, Wilton-crescent, London.

2819. Mr. *Lefroy.*] Would you think it necessary to make that breakwater to which you refer a landing pier, or would you be satisfied to have it a breakwater only?—Decidedly, I would have it a landing pier. I think that the way Mr. Abernethy described of doing it was an admirable plan; that is to say, that he would put creosoted timber there, and would make one side of it so that it could be used at once, and then at all times you could go on filling it up, because if you began one of those things, and put stone under the water, and there came on a gale of wind, if you did not secure it, it would be all washed away every winter, and you would never get the thing done.

2820. Would you consider it necessary to extend it to the Stag Rock?—It would do very well as it is upon this plan now, because since I was there the Stag Rock has been blown away, so that there are 17 or 18 feet of water over it at low water, and the packets run over it in going out.

WILLIAM WATSON, Esq., called in; and further Examined.

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2821. *Chairman.*] YOU are aware of the alteration proposed by taking away the Admiralty jetty, and giving the Camber as a place for ships to lie in; can you give any opinion whether that would be satisfactory to the company?—I think I was examined on that point the first day, and the opinion that I then gave seems to my mind to be confirmed by every other witness who has been examined. My opinion was, that it would make an exceedingly good arrival berth; I cannot think of anything better for the public, as an arrival berth than that place, because there would be ample room on the quay to put up a proper shed and roof closed in front. I think that would be a most important improvement, as it would make a perfect railway station. The only objection which struck my mind was the difficulty of getting our vessels swung ready for the return voyage, and that is my opinion still.

2822. Certain returns have been read to the Committee with regard to the delays of the vessels; it is stated that there is an average of 13 minutes 20 seconds delay on the whole of the passages during three months; taking three months in the first year that they ran, and three months last season; can you give an answer to that statement?—I think Mr. Page's evidence proves that we have kept the contract. He assumes that we are bound to the 11 hours from the jetty at Kingstown to the present jetty at Holyhead. That was not the place that we were to run to, when we entered into the contract, it was to the blue piers, which Captain Priest has clearly stated are six minutes nearer to Kingstown than the place to which we have now to go; therefore, we are entitled to six minutes for extra distance. I think Captain Priest also stated that probably it might be found that one or two or three minutes should be attributed to the inconvenience of the present landing-place. I forget how much exactly. It is his evidence that the railway company are put to an extra loss of time in having to run from the present jetty to the station round that sharp curve, and having there to change the engines, couple-up their carriages, and to complete arrangements; it is a question how much time should be allowed them for that; it would certainly be not less than five minutes, and they would, probably, say 10 minutes, which being added to our time for the extra duty that we have to perform, I maintain that we have kept within the time, notwithstanding all the difficulties. For instance, Mr. Page has quoted that the up-night mail, on 313 occasions, exceeded the 11 hours by 5 minutes; of course, we are fairly within our time on those 313 occasions. Again, on 279 occasions he states we exceeded by 10 minutes, there we were within time. So far, with regard to the up-night mail. With regard to the down night mail, within the last year, on 163 occasions, it is alleged, that we were beyond our time to the extent of five minutes; I say we were within our time. On 110 occasions, we are stated to have been beyond our time to the extent of 10 minutes; I say that we were within our time. Therefore, the fair construction of our contract would go to show what I took the liberty of stating to the Committee the first day, that unless by cause beyond our control, we have faithfully, fully, and efficiently kept our contract with the Government.

2823. Therefore, you assert that any delay that has been caused, has been caused by the breach of the contract by the Government?—I say so most unhesitatingly. The Post Office of course, ought to be naturally anxious, as I am sure they are, to have the mails in good time as well as the passengers; and though we have difficulties to contend with, we are very anxious to do what we can, but positively there

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are obstructions thrown in our way, as to keeping time; Mr. Page himself has taken a great deal of trouble to allow us to have the mail bags ready for landing as soon as we get alongside; there are various difficulties between the officers of the land and the sea on board the packets, but he has got through them with one exception, and that is the most important one, namely, with regard to the up-night mail. I find, from the journal of the packet, on the 27th of June, Saturday last, that the mails had met with a delay of five minutes in landing on the quay; that delay was caused by the Post Office. For 10 years before this contract, we had the sole charge of the mails across the Channel; we had no officer on board, not even Post-office guard, and we managed the mail bags exactly as we found convenient; during the whole period of 10 years we had not a single letter from the Post Office to complain of the bags even getting wet; of course, when we entered into this contract, we naturally and fairly expected that we would have just the same control over the landing of the mail bags, and not have the difficulties thrown in our way of economising time, which are up to this moment thrown in our way. Again, another point has been alluded to, namely, keeping our packets wasting time along Kingstown Jetty, when everything is on board, until the time is up; that is a matter which we brought officially before the notice of the Post Office officers, and we got an official reply, refusing to allow us to start till the time was up, and that is still in force. I am very glad to hear from Mr. Page that his impression is, that that prohibition has been removed, because, probably, we shall get it removed. In the morning, as many Irish members are aware, they have to leave Westland-row at a quarter past six in the morning, inasmuch as for reasons probably which may be good ones, they are not allowed to travel down with the mails; the mails then come by special train 15 minutes afterwards and reach Kingstown Jetty, when the vessel is complete for sea with all her passengers and luggage on board; but we are not allowed to start from the jetty till the clock strikes seven, keeping the passengers uselessly wasting their time there, instead of, as Captain Priest said, having an opportunity of refreshing themselves on their arrival at Holyhead; the object really seems to me to be to make us late.

2824. Colonel *Pennant.*] With the bags on board?—Yes, everything on board, and we are not allowed to take out the gangway stage until the time is up; our view is that our contract fully justifies in going to sea as soon as the mails are on board and the officers who come down by that train from Dublin; that is the view I take of our contract, and if we are inclined to push the matter to extremities, we could go to sea at once; but of course the Post Office could give directions, if they were so disposed, not to give us the mail bags till the time is up. There would, therefore, be nothing gained by that, though, of course, we have never tried it; but it is a great grievance on the public, that they are kept on board the packets in the morning half-an-hour before they start; and it is a grievance to ourselves, because, whatever affects the convenience of the passengers affects our traffic, on which we rely for profit. Then, the Post Office are our partners in this matter, because we divide with them over and about 35,000*l.* a year, and we are already considerably beyond that amount; and we have had a portion of money to pay over to them, I believe, to the extent of 5,000*l.*; I think it very important to the interest of the company that I should put in this answer on the present occasion, to some charges which have been made against the company for not keeping the contract. I heard a great deal on the previous day from Commander Priest with regard to our not keeping time. I think he put it, that the object of our not keeping the time alluded to in our sub-contract with the railway company was the saving of coals, and he went to the length of stating, that in his mind, the sitting of this Committee has made us take a different view of the question, and that we are now more liberal in our expenditure on coals. I sent to Dublin immediately, and I got a return of the performance of the ships during this month up to the present day, as well as a return of the performance up to the end of last month, which I will read to the Committee. The average time occupied by the mail packets on the passage of the Channel for five months ending the 31st of May, in which last month the vessels were docked, was four hours and four minutes. We take the average of the passage of the Channel, to test their speed, from the lighthouse of one place to the lighthouse of the other, in the old way, comparing that with the post-office returns, we should have to add six minutes from jetty to jetty in the two harbours. The average time for the month of June to the 27th, when the vessels were clean after docking, was 3 hours 51 minutes, showing a gain, no doubt, in time, of 13 minutes. Captain Priest attributes that to our being more liberal in the way of coals. I tell you that the true cause is that the ships were clean, because the actual cost of coal has been a few shillings less per day this month than it was previously. That disposes of the imputation in which he says that we are spending more for coal with the object of appearing in a favourable point of view before the eyes of this Committee. I have also a return on the same subject, showing the importance of the vessels being cleaned, because it is part of our grievance against the Government, that we have no means whatever of cleaning them at Holyhead. Gentlemen connected with shipping know perfectly well that it is impossible to expect speed from an iron vessel unless she is perfectly clean, and the longer the ship is, the more the speed is diminished by the want of cleaning; at present, we can only clean them by taking them off the station to Liverpool for docking; that we cannot do, unless we have our four ships available, or the mail service would be left without a reserve; whereas, had we the means of cleaning them at Holyhead we could do it in one tide; and Captain Skinner said that that was indispensable. This return is to show the importance of cleaning. The "Connaught" we consider our fastest ship, and the "Munster" our slowest; there is not much difference between them, but that is their order. In the month of May the "Connaught" (the fastest ship of the four) made 27 passages of the channel when foul for want of docking in the average time of four hours six minutes. The "Munster" (the slowest ship of the four) made 28 passages of the channel, when clean after docking, in the average time of 3 hours 51 minutes, the slow ship occupying 15 minutes less on the passage, while her consumption of fuel was 10 per cent. less; the want of the means of cleaning is a grievance of which our company complain. I cannot point to the contract and say that we are entitled

entitled to demand from the Government graving docks or a gridiron, but we had reason to expect from their communications to myself personally that whatever we wanted we were to get.

2825. Mr. *Lefroy.*] Would the breakwater afford you the accommodation you want?—Yes; Captain Keane stated so distinctly, and that is my opinion, and that is one reason why we were such strong advocates for it. At the same time I do not mean to say that we could not get accommodation for the gridiron up higher in the harbour; that is a matter of consideration, of course, but a gridiron we do require in order to keep time.

2826. The chief object of the Act that was passed for the improvement of the communication between England and Ireland was the improvement of the postal communication, was it not?—Postal and passenger both.

2827. Which was the chief object?—I have no hesitation in saying that the passengers were the chief object, because I believe that the Post Office were satisfied with the previous arrangements so far as the letters are concerned, the great object of that improvement was for the passengers' intercourse.

2828. According to the copy of the Treasury Minute, the postal communication was the chief object?—Of course, if the Government had to pay for the service, they can only pay ostensibly for carrying the mails, and not for carrying passengers; but the Committee of 1853, out of which this improved communication grew, inquired mainly into the improvement of the passenger communication; that was the main object of the whole improvement.

2829. Then, even though the postal service might have been the chief object of the improvement, the passenger communication was a very principal object?—In the Treasury Minute of 1855, I recollect that the improvement of the passenger communication was referred to in the strongest terms. I think it is stated, that the social and political advantages of improving the passenger communication would be enormous; if I do not mistake, those are the very words that were used.

2830. And also, was it not even mentioned that the improvement of this service for the convenience of Irish Members of Parliament should be also taken into consideration?—No doubt.

2831. That was specifically mentioned, was it not?—No doubt.

2832. Has any of that improvement yet been made?—I should hope that a great deal of improvement has taken place.

2833. I mean for the convenience of passengers?—Yes, a great deal. I think they have got a great convenience on the Irish side of the channel.

2834. I refer to Holyhead?—No; Holyhead is a wretched place.

2835. Mr. *John Tollemache.*] I was not present when Mr. Stewart was examined; but in his examination I read, that it was distinctly understood, on the part of the contractors, that the piers, shown by these blue lines, should be carried out?—No question of it; it was so understood by both of us.

2836. Do you consider that the plan which you suggest would be a substitute for the blue scheme in every respect?—I think that in some respects it would be better, and that in others it would be worse, because it is perfectly manifest that so far as the distance from Kingstown is concerned, the breakwater which I have brought before the notice of this Committee does not make any difference whatever, whereas the blue piers would make the distance four minutes or six minutes shorter.

2837. But you prefer the scheme shown by the red colour to the blue, do you not?—There were a great many advantages in the blue scheme; our only objection to the blue scheme when we were consulted, was the difficulty of getting to it; of course under our contract we have a right to free and uninterrupted access, and if a ship was in our way, we would have no business to attempt to go near it, because we ought not to run down a ship, but it was the duty of the Government officials to keep it clear for us.

2838. What I understand is this, that the contractors maintain that the Government has not fulfilled its part of the contract?—No doubt of it, we both thoroughly agree in that.

2839. And that, therefore, the penalty cannot be enforced?—Clearly.

2840. Supposing that the scheme marked red were carried out, would you then consent to bring yourselves under penalties?—We should require, of course, a modification in the whole arrangement, because we cannot be expected to do a better service than we contracted for, without either more payment or more time; the Treasury last year invited us both to enter into a negotiation for the modification of the penalties, assuming that they improved the present place, and we both agreed to that.

2841. What additional sum should you require supposing the red scheme were carried out instead of the blue?—I am not prepared to state that, but of course I believe that both companies will be perfectly ready when the question is revived again, to enter into a reasonable modification; I represent but one of the parties to this contract, and as we can do nothing separately, I could not commit myself to make any answer whatever without the concurrence of our copartners.

2842. Even supposing that the red scheme were carried out, still you are not in a position to consent to the contractors becoming liable to pay penalties in case they do not fulfil their portion of the contract?—I think I have said the reverse. I stated at the beginning, and the two companies stated officially last year, that they were perfectly ready to enter into the negotiation proposed to us by the Government.

2843. Do I rightly understand you to state that, supposing the red scheme were carried out, you would then be prepared to enter into the subject with the Government, and to enter into a new contract?—So far as the fines are concerned, it practically would be a new contract.

2844. If that red scheme were carried out would you bring yourselves under the penalties to which you would be liable, supposing that the Government fulfilled their portion of the contract?—I have no hesitation in saying, that if that red scheme were carried out in its entirety our company would not agree to pay 34*s.* a minute for any excess of time over and above the eleven hours from the Kingstown Pier to Euston.

2845. Colonel *Pennant.*] You think that a difference of five or six minutes is one that ought to be taken into consideration?—There is no question if the fines are 34*s.* a minute, that if but one minute were added it should be allowed.

2846. You stated that there was a certain proposal

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posal on the part of the Treasury to enter into some arrangement with you. To what extent did it go; did it lead to any distinct propositions on either side?—It led to our adhesion to it; but the London and North Western Company consenting to enter into the arrangement, was coupled with the stipulation that the Government should contribute 50,000 *l.* towards the works, for their accommodation, as a kind of trifling compensation for abandoning the claim which they maintained, to have the blue piers, and which, it strikes my mind, they were justified in maintaining.

2847. *Chairman.*] You state that you would not agree that the fine should be inflicted on any terms. As I understand you, you mean that you would not agree to that because there is an additional space to go to the east pier, and that there are five or six minutes lost by going to the more distant pier; and therefore you do not think it fair that you should come precisely under the same penalty, but that your company are ready to enter into a new proposal to the Government, to give fines, taking the two intervals into consideration, and that they are ready to commence on the basis of fines?—I think that the only answer that I can give is what I have stated before; that we are quite ready, so far as our company is concerned, to take up the subject at the point where it dropped last year with the Government. This is the Treasury Minute, dated the 21st May 1862, of which a copy was sent to each party:—

"It is however, essential, as my Lords have already intimated, that the public should have the guarantee for the punctual performance of this important service, which is afforded by the liability to fines in the event of irregular performance. My Lords will be ready to discuss with the contractors any reasonable modification of the conditions of the contract, with regard to the exaction of penalties, which the adoption of the improvements now proposed may justify. Such modifications might possibly involve a separate system of penalties applicable to the land and the sea service, and thus release the directors of the London and North Western Railway Company from the liability to penalties to the extent of 105,900 *l.* a year, of which they complain and if the contractors should desire it, their Lordships will appoint a conference in their secretary's office, for a free discussion of the subject with the contractors, at which the Secretary of the Admiralty, Mr. Hawkshaw, and the Secretary of the Post Office might be requested to attend." We both responded to that in the same terms, that we were perfectly willing.

2848. Would it not be necessary before the Government undertook to do anything, that the system of fines should be settled?—I think so.

2849. Are you prepared to enter into that negotiation, and to close it before the Government could do anything?—I am quite prepared.

2850. The Government cannot be expected to do anything till that point is settled?—I quite agree with that; managing as I do, our company in details, I am anxious that a system of penalties should be adopted, for the simple reason that it will give perfect confidence to the Post Office, that there is no attempt at this shirking of which we are so unjustly accused.

2851. Colonel *Pennant.*] Are you prepared to enter into this arrangement separately as a sea-going company distinct from the land part of the service?—Quite so; the London and North Western Company being parties to it. It is of course, clear that we can do nothing without them. It is a joint contract, and we are co-partners in it. They are perfectly ready to renew the negotiations and to enter on any fair and equitable arrangement to give confidence to the public.

2852. Mr. *John Tollemache.*] How long will it take you to prepare a proposition, with regard to penalties, to be submitted to the Government with respect to any arrangements that you would make if the red plan were carried out?—I think that that should come from the Government. If they invite us to a discussion of the question, we are ready to enter into it. With regard to that proposition, a case has lately happened in which the Post Office have guaranteed a good performance, not only by penalties, but by premiums. In the new Dover contract, 5 *l.* or 10 *l.*, I forget which, is to be charged if the contractors are 15 minutes beyond their contract time, and, on the other hand, they are to get a similar amount if they are within their contract time. So far as I am concerned for our company, I would be prepared to make that arrangement without asking the 15 minutes margin, for I have such confidence in our ships (and Captain Priest, I am glad to find, justifies me in it) that they are quite able to do the work.

2853. Mr. *Lefroy.*] Do not you look for some of these works, such as the breakwater, being carried out before the penalties can be enforced at all?—I am quite prepared to enter into a discussion of the settlement of the penalties to be enforced, and it ought to be done for the security of the public. I have no hesitation in saying that. There is one other matter with regard to the postal question which I should like to mention, with regard to the advance of the rates to passengers. It has got into the Dublin papers, and some very severe comments have been made upon myself for the evidence which I gave before this Committee. Upon that account I would wish to state that though I think that for the accommodation which is given, the rates charged by the London and North Western Railway Company, which, as I stated, were solely fixed by themselves, are fair and reasonable, still we were ourselves anxious, and I wrote a letter to the railway Company last year urging them to restore the old rates, and further urging them to allow passengers to travel by our mail boats and have the advantage of our packets, and then to go by their ordinary trains at the same rate per mile as they charge for the same class of passengers going by their cargo vessels. I have stated so in this letter, which, if the Committee will allow me, I will place before them. In a letter dated the 22d of April 1862, from the City of Dublin Company to the London and North Western Company, there is this passage:

"We propose, therefore, that, continuing the present through rates, *viâ* Liverpool, and by your night cargo vessels, passengers by the mail packets be allowed to travel by all your trains from Holyhead (except the Irish express mail trains) at the same mileage rates as you now receive from such class respectively when arriving by your cargo vessels. This arrangement will not only fully carry into effect the intentions of your Board to provide cheap means of transit for the less opulent class of passengers, but will, in addition, afford to that class the opportunity of travelling by the new mail packets, from which your

your present arrangements practically exclude them. I am further desired to urge that the general advance made by your Company last October in the rates of fares be discontinued, and that from and after the 1st of next month the rates be lowered to the scale which had been in force previously."

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Captain KEANE, called in; and further Examined.

Captain *Keane.*

2854. *Chairman.*] WILL you look at the model before you; it is proposed to take away the Admiralty Jetty, and to lengthen from the Extension Pier to the bottom of the Camber, so as to make a place for the packets: do you think that there is any way in which that can be conveniently done, so as to lay the spare packet there?—I do not.

2855. Will you explain the objections that you have to that plan?—There would be no water for the spare packet to lie there in safety.

2856. It is stated that if the spare packet is placed close to the wall within the Camber, then a vessel coming and running along the Extension Pier would not interfere with that packet, and that there would be no danger of her running into it; do you think that is the case?—I do not; I think that there would be danger.

2857. You think that in no position in which she could be placed would the position be without danger?—Certainly not; that is my objection and my opinion.

2858. Do you think that there is any formation that you could suggest of the pier and of the new jetty, which would answer that purpose?—None whatever; I do not see that there is any place here where you could place the spare packet.

2859. Therefore, your opinion is entirely against it?—Entirely against it.

2860. Have you heard Mr. Abernethy's evidence?—I have.

2861. Do you think that the deepening of the whole channel across would make it sufficient to swing in?—From my experience in the harbour, I do not think that it is possible to deepen the upper part of this harbour sufficiently to keep our packets afloat at low-water.

2862. Are you aware of the bottom, the Knuckle; do you conceive it to be rock?—It is all rock along the berth where the reserve vessel is supposed to lie.

2863. Would any deepening of that rock injure the wall, and require it to be strengthened? I think that it would undermine the foundation of the present stone wall.

2864. Therefore any construction there would be almost as expensive as outside?—Undoubtedly; and another point is, that you would never have sufficient room to swing your ship.

2865. Therefore, altogether you do not think that that would be a just compensation to the packet company for what they lose in the pier?—Certainly not.

2866. Have you heard the evidence that has been given about the blue piers?—Yes.

2867. Do you agree with the objections made by Admiral Evans as to their direction?—I do, perfectly.

2868. You adhere, after hearing the evidence, to your opinion that a breakwater is the only thing that would do for you?—It is the only thing that we can by possibility have that would be perfectly satisfactory.

2869. Have you any other remark to offer to the Committee?—There is another remark that I wish to make, that if a screen or shed were put to the Extension Pier as a permanent landing-place (which it must be), nine months out of the 12 the passengers would be subject to be exposed to the south-west winds, which are our prevalent winds; they would have no shelter whatever, either going or coming.

2870. Do you think that all your brother captains agree with you in the same objection?—Yes.

2871. Mr. *Lefroy.*] But with the breakwater and the shed, without the new projected pier, do you think that the passengers would be protected?—They would, because you would always have the lee-side to go to to start from; at all events, if you went to the weatherside, the probability is, that there would be no harm, unless it was raining, and with an east north-easter wind, nine times out of ten, though it blows hard there is no rain, and you would always have the lee-side, with the advantage of the shed.

2872. Colonel *Pennant.*] That would only apply to passengers departing, and not to passengers arriving?—They must be subject to it at times, whereas if you had to go to the Extension Pier you would have it always, both in going and coming.

2873. In the other case, you would be equally subjected to it; in coming in, according to the previous evidence, if you come in on the weather-side?—Yes; exactly so.

Veneris, 3° *die Julii*, 1863.

MEMBERS PRESENT:

Lord John Browne.	Mr. Laird.
Mr. Corry.	Mr. Lefroy.
Mr. Dalglish.	Colonel Pennant.
Colonel Dunne.	Mr. Stansfeld.
Colonel French.	Mr. John Tollemache.
Mr. Milner Gibson.	

Colonel DUNNE, IN THE CHAIR.

JOHN HAWKSHAW, Esq., called in; and further Examined.

J. Hawkshaw, Esq.

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2874. *Chairman.*] HAVE you considered any of the suggestions or plans which have been proposed before this Committee?—Yes; I have not only considered the suggestions that I have heard in this room, but the day before yesterday, I met Mr. Watson and Mr. Stewart, at their request, at my office, to discuss those different suggestions; and the result of that discussion led to the preparation of a Plan, which I have now before me. So far as the discussion then went, the Plan appeared to be satisfactory both to Mr. Stewart and to Mr. Watson; but Mr. Watson said that he should wish to consult the commanders of his packets upon it, before finally committing himself to it. I will now explain the Plan to the Committee. The portions coloured red are new works and additions to the works which are now at Holyhead, and the portion coloured yellow is to be removed. I have estimated a dredged channel of at least 100 feet wide, and also the dredging of a berth for a spare packet. It is proposed to put a roof 250 feet in length and 50 feet wide, and a refreshment-room, at the place of arrival, so that the passengers the moment they get out of the boat could pass into the refreshment-room, and then under the shed into the carriages, all under cover. There is also to be a screen, extending in an easterly direction from the refreshment-room to a certain distance, and also another screen for a certain distance along the north side of the present timber jetty; and I understood Mr. Watson to state that so far as he had considered the question, supposing this plan were adopted, the packets would always arrive at that part which is covered by a roof, and where the refreshment-room is situated, but that they would depart from the jetty a little to the eastward of that spot. He did not seem to think that a shed for the mere departure was so important as to have a shed for the arrival of the packets. The estimate for widening the Extension Pier, for the additional staging, for the spare packet berth, for the two screens, for the removal of the Admiralty Jetty, and for dredging the channel, I make to be 13,100*l.* Then there is an addition to that, for the roof and for the refreshment-room (which would of course be additional to any plan), of a sum of 6,000*l.*

2875. Lord *John Browne.*] How much of that would be for the refreshment-room?—The refreshment-room would be 2,000*l.*, and the roof 4,000*l.*, making in all 19,100*l.*, or 20,000*l.* in round numbers.

2876. Mr. *Dalglish.*] What would be the cost of the screens?—The first sum of 13,100*l.* is for widening the wooden pier extension, for the timbering to the spare packet berth, for the screens, for the removal of the Admiralty Jetty, and for dredging a channel 100 feet wide, 14 feet below low-water. Those together amount to 13,100*l.*, and then the roof is 4,000*l.*, and the refreshment-room 2,000*l.*, making the whole sum about 19,100*l.*

2877. Colonel *French.*] Has not 6,000*l.* been already voted for the roof?—No; 4,000*l.* is the sum voted for the roof.

2878. It is 4,000*l.* and 2,000*l.*, is it not?—It may be so.

2879. Mr. *Carry.*] In order to carry out that plan, you would have to improve the curve, would you not?—No; it leaves the curve as it is.

2880. In that case, the large engine could not approach the place of embarkation, could it?—No; this plan, so far as it has gone, I understand, has the concurrence of Mr. Stewart, and he did not propose to alter the curves.

2881. Would it not be a great convenience and saving of time if the curves were altered, so as to obviate the necessity of stopping at the existing station?—As I said before, it is rather a question for Mr. Stewart as to what extent he would save time; it would be altogether a question of working.

2882. Mr. *Milner Gibson.*] Upon that plan the reserve boat would lie a little higher up than she does now, would she not?—She would lie very much in the same position; but we should make the berth deeper for her, and longer by about 50 feet.

2883. She would lie alongside, would she not?—Yes; she lies alongside now.

2884. Colonel *French.*] Do you allow in this 13,100*l.* for the possibility of your meeting with a good deal of rock in the deepening?—No; there would

would be no rock within the space that I undertake to dredge.

2885. There is rock along the pier, is there not?—No; there would be no rock in the plan I now propose; there is rock further up the harbour, under the goods-shed.

2886. Mr. *Milner Gibson.*] What part of the 13,100*l.* would be required in order to add that wooden structure to the Extension Berth?—4,000*l.*

2887. If that was not done, the diminution of the estimate would be 4,000*l.*, would it not?—Yes, 4,000*l.*

2888. Mr. *Corry.*] The passengers would have the advantage of the shed in bad weather on arrival, would they not?—Yes, always on arrival.

2889. Why should they not have the same advantage in departure as well?—Mr. Watson did not seem to think that that was of consequence, and I confess that I quite agree with him; because, on departure, passengers simply step from the carriage on to the platform, and then on to the gangway. All that you could do by putting up a shed there would be to protect the passengers for 14 or 15 feet, and in certain winds, even in passing through a wide door, you would not protect them for 6 feet; and it would be loading this pier to an extent that I scarcely think desirable, and which appears to be unnecessary.

2890. Colonel *Pennant.*] Why would it take less time to get out of the railway carriage on board the vessel than it does to get from on board the vessel into the carriage?—Because on their arrival, gentlemen like to stand and talk to each other at the doors of the carriages, and to walk about, before they get into the carriages; they have to arrange about the seats, and to discuss where they will sit, which never happens on departure, because they pass from the railway carriages into the packet immediately.

2891. With regard to the red part of the pier, the principal object of the construction of that part would be to give increased space to the reserve vessel, would it not?—Yes, and to give increased safety to her.

2892. Without that, do you think that there might be a risk of the arriving vessel running into the reserve vessel when she is lying at that point?—No doubt it would at present be possible for them to do so, but not if this plan were to be adopted. I think it is an improvement to protect the spare vessels, and it also makes it a little more accessible for the arriving vessel.

2893. Mr. *Lefroy.*] Is that part of the pier solidified from which the vessels are to sail?—Yes; the screen which is suggested to be put below has not been done yet, but it will be done. I assume it to be done: I have not included it here, because I have already given the Government an estimate of it; it is not a very expensive thing.

2894. If that refreshment-room is built, as I understand, there will not be any necessity for stopping at Holyhead?—That is a question for Mr. Stewart rather than myself.

2895. Mr. *Laird.*] Is there any difficulty in erecting a shed at the departure berth?—I think that it is putting an unnecessary strain upon the pier, which I think it is desirable to avoid, unless there is strong reason for it.

2896. Is it possible at that part so to strengthen the pier, as to enable you to put a shed which would give sufficient covering to the passengers when they are embarking?—It would not give very efficient covering, but it is possible to put a shed.

2897. In case it is found desirable to put a shed there, would you be able to put it on that part of the pier?—I must first know the sort of shed the Honourable Member means; if he means a close-boarded shed, I should decline to put it upon that part of the pier.

2898. I mean a close-boarded shed, such as they have at other ports for the same purpose; that is to say, a shed with sliding-doors, so as to cover the railway carriages completely, and so as to cover the passengers, except while they are passing across the bridge and getting on board the vessel?—If you were going to put up a shed of that sort, you would have still further to strengthen the pier. I could made the pier strong enough to carry anything.

2899. Would the cost be very great?—That I cannot undertake to state offhand; it is a great depth; this timber pier stands 50 feet high above the bottom of the sea.

2900. Can you give any approximate idea of the cost?—I should not like to guess at it.

2901. In a letter from the Admiralty, dated the 17th January 1862, they refer to a plan of yours, the estimate for which is 286,000*l.*; what plan did that allude to?—That alluded to the piers coloured blue on the plan, but leaving out the modification of the vertical walling on the eastern side of the eastern pier.

2902. You stated, did you not, that the total cost was about 440,000*l.*?—Yes. Supposing they were walled to the extent of 3,000 feet of vertical quay, as stated in my report, they would cost 425,000*l.*; but I also stated that there could be no necessity for 3,000 feet of vertical quay (it is a thing that could be done piecemeal, and as it was wanted), and I afterwards, in subsequent reports, showed what the reduction would be by leaving out the walling on one side.

2903. As I understand you, that estimate of 286,000*l.* is for those blue piers, the walling on the eastern side being left out?—I am not quite sure whether I did not diminish the vertical walling on the western pier; but my idea was to reduce the quantity of vertical walling, leaving quite enough for all the purposes of Holyhead at that time.

2904. Can you state to the Committee the lineal quay-space which would be afforded by those blue piers on the larger estimate and on the smaller estimate?—I cannot give it precisely, but, speaking from memory, the larger estimate was for 3,000 feet, and the smaller for less by 1,200 feet at least.

2905. Could you, by referring to the two estimates, state the lineal quay-space and the depth of water that you would have had under those two conditions?—Having referred to the estimates, I find that the sum of 425,000*l.* provided the following lineal quay-space, viz.: At the inner pier, 450 lineal feet in 10 to 14 feet water, 450 lineal feet in 14 to 19 feet water; and at the outer pier 1,200 lineal feet in 12 to 25 feet water, and 1,000 lineal feet in 25 to 33 feet water; and I find that the estimate of 286,000*l.* provided at the inner pier 600 lineal feet in 12 to 19 feet water, and at the outer pier 900 lineal feet in 20 to 33 feet water. These depths are all at lowest water spring-tides. I may add that all these estimates were for stone piers; if timber were adopted, the cost would be greatly reduced.

2906. Mr. *Corry.*] What would be the description of shed that you would undertake to construct

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struct on the wooden pier without further strengthening it?—I had a plan of it here the other day; it is a shed supported on iron columns, open at the sides, similar to that on the pier in Kingstown Harbour.

2907. Would that afford much protection in wet weather?—That would depend on the state of the wind; if the wind were from the northward, supposing that you started from the south side of the pier, it would afford ample protection; it would be always a protection except when you had the wind blowing from the same side of the pier as that from which you are starting.

2908. Whatever might be the state of the wind it would afford some protection?—Yes; with regard to this shed of 250 feet which I have been suggesting, one side of it would be completely closed; it might be walled in, by a brick wall, if necessary.

2909. Colonel *Pennant.*] That being on the stone pier?—Yes.

2910. Mr. *Laird.*] There would be no difficulty in putting sliding-doors on the stone pier, would there?—Not the slightest; but I understood, from Mr. Watson the other day, that, supposing we closed one side, he would rather have the other open.

2911. Colonel *Pennant.*] Strengthening it so as to enable the wooden jetty to bear a roof would be a considerable outlay, would it not, although you cannot give an accurate estimate?—Yes, to carry such a roof as the Honourable Member for Birkenhead was speaking of; he does not mean a roof merely, but a building, in fact. I can strengthen this jetty sufficiently to enable it to carry the roof that is intended to be put upon it, which is an open roof, open at the sides; but the Honourable Member for Birkenhead was asking me with regard to a close building. I should not like to put a building of that sort upon the jetty without further strengthening it.

2912. Could you give any rough calculation of what the expense of that would be?—I should not like to do so; it is a thing which I have not considered.

2913. The more the expense which would be necessary, and the greater the amount of labour to be performed in making it strong enough to carry a roof, the greater would be the expense of repairing it, if it fell into decay?—Yes; if it be all of timber, a simple way of strengthening this jetty would be to throw in stone under the jetty; that would make it strong enough to carry anything, because it would then be a rough stone pier, with a timber facing. But the objection to that is, that when that timber comes to decay it would be almost impossible to repair it; you could not drive the piles again into a mound of stone. The piles would rot off from the surface of the stone, and you would be then driven to adopt some expensive mode of reparation; whereas with the present construction, if a pile decays, I can pull it out and drive another pile: but if I were to cast stone among the timbers, which would be the simplest way, then when the timber rotted there could be no repairing done in that way; therefore I would rather keep it simply of timber.

2914. Mr. *Laird.*] If they are not going to use the northern side, there would be no objection, would there, to making a sort of breakwater?—That might be done, but I should not advise it.

2915. If that berth were given up by the steamers, and other people used it as a berth,, you could at a moderate expense make it strong, could you not?—It would not be a moderate expense; it is deepish water there, if the Honourable Member means the wall of the breakwater.

2916. I mean to make it a sort of breakwater?—If you throw stone under this timber at all, then that prevents your driving fresh piles when the old ones are rotten; the cheapest way, after timber, would perhaps be to drive close cast-iron piling along there; that would be cheaper than a stone wall.

2917. Supposing that this timber does decay under water, this pier is a mere temporary expedient which you now suggest?—Yes, temporary compared with stone; but it is so constructed that I could take out any single pile, and put another in its place; and it is a pier which I could maintain for any number of years.

2918. It could be repaired from time to time as it gives way?—Yes.

2919. Mr. *Dalglish.*] You were consulted about the Plan in 1859; there is a report of yours, is there not, dated in 1857?—Yes.

2920. Will you look at the sum that is mentioned there for postal accommodation?—"The estimated cost of the improved landing-place for packets, for postal accommodation, and a railway to join the Chester and Holyhead Line, as explained in the report of the Engineer annexed to the estimate of 1856, at a net increased cost of 3,000 *l.*"

2921. What do you mean by "postal accommodation"?—This, so far as I was concerned, was merely a repetition of former statements. I had nothing to do but to bring that forward; every year I have to make a statement to the Government for the estimates, and those figures are brought forward. Mr. Rendel had in his previous plans, I think, included a sum of 150,000 *l.*, or something of that sort; and as there was already that sum in the estimates, and his second estimate only exceeded that sum by 3,000 *l.*, he merely added the difference.

2922. What is your interpretation of "postal accommodation"?—The interpretation of "postal accommodation" is that it is to be, as the contract says, a pier upon which the trains can be brought, and alongside which the packets can be laid.

2923. That is for the conveyance of the mails?—Yes.

2924. You have given in a scheme for a refreshment-room and a shed with a roof, which are to cost 6,000 *l.*, and you have been asked whether in addition to that, to the east of your proposed plan, you could not construct another shed for the passengers that are embarking: if such a shed is necessary for passengers embarking, would not a covered gangway be also an immense advantage?—No doubt; and a covered steam-packet also.

2925. Would it not be necessary also, in order to keep the passengers perfectly dry, that they should enter below the upper deck in the steamer?—Yes; if you wish to keep the passengers dry, you cannot do it in any other way. The shed, as I stated before, will not protect any person from the rain for a greater distance than from 12 to 15 feet; afterwards they would have to walk 150 feet exposed to the rain: unless you cover the gangway and cover the steam-packet also, you cannot keep people dry with a mere shed.

2926. In your opinion, that would be entirely passenger accommodation and not postal accommodation?—Yes, I think so. I may add, that I do not see any necessity for starting the boats from a different place from that at which they arrive; but Mr. Watson seemed to think that it would

would be better to start from the other place, and he may be right about that; but I should have supposed that if it be important to keep the passengers always under the shed, they might start from the place at which they arrived. That, however, is a matter of opinion. I do not think that Mr. Watson attached great importance to it, nor do I attach much importance to starting always from the shed, for it can only be a protection for 12 or 15 feet.

2927. This harbour originally was got up as a harbour of refuge, was it not?—Yes; but there were packet piers in the scheme. But, at that time, the packet piers were to be constructed at the expense of the Chester and Holyhead Company.

2928. Were they so constructed?—No.

2929. They have been constructed at the expense of the Government, have they not?—Yes; all that has been constructed has been done at the Government expense.

2930. So that, in fact, the harbour of Holyhead has been made a harbour of refuge at the Government expense?—We have made piers for the Packet Service; but the goods-shed, which is shown upon the Plan, was not constructed by the Government, but by the London and North Western Railway Company.

2931. But we have been told that the piers are quite perfect for the mere postal accommodation; do you think that that is so?—I think the accommodation is quite sufficient.

2932. Then any other expense upon Holyhead would be entirely an expense incurred for the mercantile part of the harbour?—Yes; but I cannot pretend to say what is the exact meaning of the word "conveniences." What those gentlemen meant by "conveniences" when they made that contract I cannot tell. I have suggested it should be referred to somebody else to say what "conveniences" mean.

2933. I presume that if the Steam Packet Company do not provide a convenient and perfect covering from the weather for the passengers, that can hardly be called a "convenience" which the Government should provide upon the pier?—It is difficult to say what the word "conveniences" should embrace. Of course, the one side would say that it would embrace a great deal more than the other side would say, and those who made the contract must explain what they meant; it is a very short clause.

2934. Mr. *Milner Gibson.*] The contract, as far as the Government are concerned, is with the Railway Company and the Dublin Steam Packet Company, is it not?—Yes.

2935. Unless they both consent to this new plan, there might be as much resistance as ever to the enforcement of penalties?—Yes, certainly. I should recommend the Government to do nothing unless they both consent: unless both the contracting parties (that is to say, both the companies) agree, it is not the slightest use doing anything; that has been the difficulty all along. With regard to this very roof, when I was first ordered by the Government to do it, I thought it a matter which concerned Mr. Stewart, and I asked him what kind of roof he would like; and his answer was, "We want no roof at all."

2936. Without, by my question, meaning to say that the Government has not now a right, perhaps, to enforce penalties, that being a question of law upon which I do not wish to give any opinion, but with a view to a satisfactory settlement with all parties, and the adoption of penalties by the agreement of all parties, we must have an arrangement with the two companies, and with the Government, must we not?—Certainly.

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2937. We cannot settle the matter by merely dealing with the passenger question and the steamboat question?—Certainly not; because the lines upon which the trains come belong to the London and North-Western Company. The pier alongside of which the packets come may interest the Dublin Steam Packet Company; but you must have the concurrence of both parties before you can conclude anything.

2938. Mr. *Corry.*] In the plan which you have proposed this morning, do you contemplate that as a permanent and final arrangement?—Yes; I contemplate that this will be a final arrangement as respects the present mail contract.

2939. In that case, would it not be more advisable to replace the present temporary wooden pier by a permanent stone pier, of sufficient strength and breadth to afford the requisite accommodation for erecting sheds and accommodation of that sort?—That would involve a large expenditure, and it would be slow work to go on building a stone pier while the mail service was being carried on; it would be very troublesome to the Mail Service, and would involve a large expenditure, and by the time it was finished there might be another contract involving other things.

2940. Have you any idea what the cost would be?—I could only guess at it. Vertical walling in deep water is always expensive when it has to be done under water, that is, by a diving-bell.

2941. Colonel *Pennant.*] Would not your estimate of the red breakwater outside form a criterion of the cost?—If it was to be built with stone, it would cost 100,000 *l.* at least. The estimate for the red one can hardly be a guide, because it is for half its length very shallow. Mr. Abernethy said 150,000 *l.*, and I said 150,000 *l.*; but, then, it must be remembered that in the middle of that pier there is only five feet water; this is in much deeper water. There is 20 feet of water at the end, and 18 feet rise of tide, making 38 feet of water up to the water-line.

2942. That would not be liable to the same objection which you mentioned in your former evidence, with regard to the construction of the stone breakwater marked red, that it would become useless for the future Packet Service on account of the water?—Yes, it would; for instance, supposing it should happen that you wanted to bring into Holyhead a large steamer, or one of the Atlantic steamers drawing 22 feet of water, this would be of no use at all. Supposing such a packet were to break her paddle-shaft, or any accident of that kind were to occur to her near Holyhead, and she wanted to get alongside the pier to repair, you would have a pier alongside which she could not get, and it would lead to very severe observations hereafter. If you were to make a permanent pier, alongside which a packet of that size could not get, you would get very deservedly blamed.

2943. Mr. *Corry.*] In reference to the Irish Service, would it not afford accommodation for all time?—Yes, for mail packets of the present size for all time. Supposing it were a proper conclusion to come to (which I think it is not), that this ought to be made the permanent thing, I could do it more cheaply, and so as to avoid much inconvenience to the packets, by using iron instead of stone, because iron could be driven without stopping the use of the pier; but if you had to build with stone, it would prove troublesome to the

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Steam Packet Service, and it would be very difficult to carry on.

2944. Mr. *Dalglish.*] Would it not have a tendency to stop up the entrance of the harbour?—It would interfere very much with the Packet Service.

2945. Mr. *Laird.*] You consider that this would be a suitable place for the Irish packets of the present size and draught of water?—Yes; in my original report I stated that, supposing for all time packets of this class are to be the only packets, this is sufficient, and it might be made permanent; but because I fear that it may not be so, I think it would not be very unwise to make it a permanent and a costly structure.

CHARLES EDWARD STEWART, Esq., called in; and further Examined.

C. E. Stewart, Esq.

2946. *Chairman.*] HAVE you any observations to offer to the Committee upon the plan which has been submitted by Mr. Hawkshaw?—In discussing this plan with Mr. Hawkshaw, it was agreed that the shed should be extended to 300 feet instead of 250. Mr. Hawkshaw did not apparently quite understand that, and his plan has been made upon the scale of 250 feet. We are of opinion that that is too short.

2947. Colonel *Pennant.*] Which way would that extension lead, towards the sea or inland?—Inland; it is a fixed point towards the sea.

2948. *Chairman.*] What is the object of extending it inside?—In order to give covering to 13 carriages; 10 carriages, including the vans and mails, would not be sufficient to have covered.

2949. Colonel *Pennant.*] Would there be any difficulty on the part of the Railway Company in making the stone pier the point of departure as well as the point of arrival?—No; we should prefer it.

2950. Are you aware of any difficulty on the part of the Steam Packet Company?—None, except the apprehension on the part of the captains of the Steam Packet Company that they might not be able to wind their vessels, as it is called, preparatory to starting on their return-voyage, without going around that breakwater.

2951. Is there not in the plan which has been laid upon the table, proposed to be a screen on a portion of that wooden jetty where it joins the stone jetty?—Yes.

2952. Was not that for the purpose of sheltering vessels lying to the southward of the jetty?—It was, I think, for the purpose of sheltering the vessel in her approach to the jetty; that was one of the objects, and it would also shelter the passengers in getting out on the rare occasions when I think it would be necessary for them to do so on their departure; but I think the main object of this screen would be to shelter the vessel on her arrival.

2953. *Chairman.*] But passengers embarking from the point of that wooden jetty, in wet weather and in southerly winds, would be just as much exposed to the weather as they are now, would they not?—Just as much; but I believe that that would be quite exceptional. My impression is, that the apprehension, which is very reasonable on the part of the captains until they have experience, is not well founded, and that in practice the vessels would arrive and depart from the railway station.

2954. Practically, those changes are more for the advantage of the two companies than for the public?—No; I think the interest of the two companies and of the public is identical in this matter.

2955. But surely not so if they get wet?—Yes, because they will not travel if they are not accommodated. I beg the Committee to understand that our complaint is that the public are not made sufficiently comfortable, and that we calculated, when we entered into this contract, that much more would be done for the comfort of the public than has been done.

2956. If you do not put the protection on that wooden jetty, and still embark from there, the public gain nothing in the way of roof or protection?—My belief is, that for 99 days out of 100, they would arrive and start from the railway station.

2957. In the evidence which we have received it is quite the reverse?—That is quite a matter of opinion; my belief is what I have stated.

2958. Mr. *Corry.*] We have been informed by Mr. Hawkshaw that the improvement of the curve between the present station and the pier does not form a part of the present plan; is that so?—So I heard him state.

2959. Would it not add greatly to the convenience both of the Company and the passengers, if the curve were improved?—Yes; it would be essential if we are to keep our time; but as to that, I stated to the Right Honourable President of the Board of Trade, the other day, that we were perfectly content to leave that in the option of the Government: if they choose to spend the money, then the service could be performed in the agreed time; but if they prefer to defer, or altogether abandon, the improvement of that curve, something must be added to the time; the Railway Company are perfectly content to leave it to the option of the Government.

2960. Colonel *Pennant.*] What is the loss of time owing to that curve?—It is very difficult to say; the train has to be stopped, and all the couplings to be slackened, and the engine has to be changed.

2961. Mr. *Corry.*] If the curve is not improved, the train would still be obliged to stop at the present Holyhead Station?—Yes.

2962. In that case, what use would there be in having a refreshment-room on this pier; would it not be almost as convenient to have it at the station?—No; you cannot allow the passengers to get out of the carriages; if once you allow them to get out, you cannot answer for their being in their places again.

2963. Even if the curve is not improved, you would still wish to have a refreshment-room on the pier?—Yes.

2964. Notwithstanding that, you think that it would be a very great advantage to the service if the curve was improved?—Yes.

2965. Mr. *Dalglish.*] How is this improvement to be paid for?—By the Government.

2966. And it is to be done at the public expense?—I apprehend so.

2967. You use the word "public;" by the word "public," as you use it, I presume you mean the passengers by the railway and the steamers?—No; I mean the taxpayers.

2968. A portion of them?—Yes; all who pay taxes.

2969. And that portion is the portion that travel

travel by your line?—No; the works are to be paid for by the Chancellor of the Exchequer, as I understand.

2970. That is a matter of course; but you use the word "public" also in your evidence. I want to get at this distinctly. You state that the public are to pay for this, and the public are to be benefited by it: the taxpayers of this country are the "public" in the one sense, and in the other sense the "public" means the travellers by your line and by the Steam Packet Company?—No, they are both members of the public; but I mean the public purse, in that portion of my evidence to which the Honourable Member refers. We calculated that much more would be done to make that section of the public desirous of using our railway comfortable; if they had been made more comfortable, we believe that that would have induced them to use our railway more than they are likely to do if they have not got that comfort.

2971. As far as I can understand, by those arrangements, the only public that is to be benefited is the public travelling by the City of Dublin Steam Packets, and also by the London and North Western Railway?—No; the public purse benefits by the arrangement in this way, that the Government having represented to us their intention of doing certain things, we have given them a service for 20,000 *l.* a-year, which we would not have given them for 40,000 *l.* a-year, excepting for those things; and therefore I say that the public have benefited to the extent of 20,000 *l.* a-year by the expectations which the Government held out to us.

2972. *Chairman.*] And have they not an additional advantage in the division of the receipts after they have reached a certain sum?—Yes, that was a condition of the contract.

2973. They have therefore a direct interest in that contract?—Yes.

2974. Mr. *Dalglish.*] You looked to a prospective advantage, did you not, when you made that contract?—Yes; and if the Government, who are able to raise that money at 3 or 3½ per cent., were to expend 425,000 *l.* in the first instance, they would recover from us 20,000 *l.* a year for 14 years, which is 280,000 *l.* to be deducted from the 425,000 *l.*; so that at the end of the contract the public would have had what would be a most useful public work, not a temporary thing, such as had been proposed, built of timber, and which would have disappeared, but a permanent structure available for all time, standing then merely in the difference between 280,000 *l.* and 425,000 *l.*, that is 145,000 *l.*

2975. You allude to the structure which is marked blue on that map?—Yes. As respects the Railway Company, this is a mixed question. There was the Irish postal question, the passenger question, and the other and larger question, the advantages which we expected would have resulted from making Holyhead a port of call, a port at which vessels at all times and in all weathers could call at and pass away from without inconvenience or delay.

2976. In fact, if those blue piers had been constructed, you calculated upon an immense accession of traffic at Holyhead?—Yes.

2977. Which would have been conveyed by your line to and from Holyhead?—Yes; a large passenger traffic.

2978. And you entered into the contract with the Government on the faith of those piers being constructed?—Clearly; and I repeat again, we would not have entered into the contract upon the terms proposed, except in the belief and upon the assurance that those piers would have been constructed.

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2979. That argument merely referred to the railway?—Yes.

2980. It did not refer to the marine part of the contract?—No; the City of Dublin Company did not lay any stress upon that; in fact, their interest with Holyhead is confined to the postal service.

2981. Mr. *Milner Gibson.*] That is your view of the contract?—Yes, clearly.

2982. But it was never admitted by the Government?—They have never admitted it in express terms; but, as I have stated before, when we were called upon to commence working under this contract, we took exception to, and declined to be subject to, the penalties, and the Government then communicated with us through the Treasury Minute which has been alluded to, and we are now performing the service under it.

2983. Mr. *John Tollemache.*] In point of fact, it is in consequence of the non-fulfilment of the contract on the part of the Government that you are not now liable to pay those penalties?—That is so. If the blue piers had been constructed, the Railway Company would have had no justification, even if they had been disposed to object to the penalties, or the Steam Packet Company either.

2984. If this plan which Mr. Hawkshaw has submitted to the Committee to-day were carried out, would you take that as a substitute for the other?—No, certainly not.

2985. You would expect that certain alterations should be made in the contract?—Yes, certainly.

2986. But if certain alterations were made in the contract, you would have no objection to come under the penalties?—We met Mr. Hawkshaw, understanding, as I think we may now clearly do, that the Government do not desire to carry out the construction of the blue piers. We have stated before, and I now repeat, our perfect readiness to assent to the total abandonment of those piers, on whatever terms may be thought equitable; and we are content to leave it to any public man unconnected with the Government of the day, whatever that Government may be. We would just as soon take Lord Palmerston as Lord Derby, if he were out of office; in fact, I could place before the Committee the names of a dozen public men, any one of whom we would take; or if the Government would choose the names of three, we would take any one of them.

2987. Mr. *Milner Gibson.*] Do you contend that you are at liberty now, as the matter stands, to be as long as you please in doing the journey from Holyhead to London; could you add on two hours to the time which you now occupy?—No, I think not.

2988. Then there is some power of diminishing the payments to you on the part of the Government at the present time?—That is a legal question. I do not know what the precise remedy under the contract is, but I have no doubt that we are bound to perform the contract reasonably well.

2989. And if you do not, what then?—That is a question for the lawyers.

2990. Does not it resolve itself into this, that it is a question of law at the present time?—It may become so.

2991. Would not it be better to have it decided in that way?—That is, of course, for the Government to determine. We have understood that it was not their desire to depart from what was

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clearly understood by us to be a condition of the contract, and we would far rather meet the Government in a friendly and equitable spirit than in a litigious spirit. I daresay, if we were to send the contract to Lincoln's Inn, we should have advice which would prove a difficulty on the part of the Government; but we would rather not do that. We have endeavoured, for the last three years, to perform the contract to the best of our ability; and I believe it will be admitted that it has been well performed, as far as the land-service is concerned. I do not speak to the sea-service; Mr. Watson will speak to that.

2992. *Chairman.*] You think that the non-performance of the contract is attributable to the breach of the contract by the Government?—Yes; and I think we have performed it most efficiently, considering the circumstance of our doing it at a loss of 25,000 *l.* a year.

2993. Mr. *John Tollemache.*] I understood you to say that, if this plan were carried out, you, on the part of the Railway Company, would be quite prepared to take it as a substitute for the other, and to come under all reasonable penalties for the non-performance of the contract, provided that the contract were altered, and altered in a way which would lead to arbitration?—Yes.

2994. Mr. *Lefroy.*] In the plan proposed by Mr. Hawkshaw, was it not contemplated that the packets should arrive at and start from different parts of the same pier?—I believe Mr. Hawkshaw intended to leave that entirely to the judgment of the Steam Packet Company.

2995. What would be the reason for the packet going from a different part from that at which the packet comes in?—I know of none. I believe, in practice, no reason will be found; but of course nothing but practice can ever determine that question.

2996. Was the outgoing packet to have been swung, or was it to have been backed out?—Whichever course might be found most practicable and convenient would no doubt be adopted. For example, the captains would tell you that there is no difficulty in a calm in turning a vessel round there, but that with a strong southerly wind they do apprehend a difficulty. Then, under those circumstances, the vessel will have to go round, as she does at present, and start from the north side. It is merely an alternative in case of difficulty.

2997. Do you suppose that the proposition of starting the packet from the lower part of the pier was to give more room for swinging, to enable her to get out?—To swing under difficult circumstances?

2998. To swing under less difficult circumstances?—Where the circumstances did not admit of her being swung without moving to that point, then they would have to move to that point; but clearly, it would be their interest and our interest and the interest of the public that the vessels should not be carried away from the one fixed point of arrival laid down in the Plan.

2999. If the packet should start from and arrive at the same part of the pier during a gale of wind, do you think that the shed proposed at present by Mr. Hawkshaw is sufficient for the comfort of the public?—No; I think it ought to be 300 feet long at least.

3000. Do you wish the sides to be covered?—I want it covered on one side only.

3001. Do you think that a covered shed ought to be made at that place suitable for passengers both arriving and departing?—Clearly.

3002. Mr. *Laird.*] Do you contemplate having accommodation for commercial traffic at those blue piers?—In close connection with them, at Salt Island; great facility would be afforded at Salt Island, but we look principally to passenger traffic.

3003. You do not contemplate that those piers would afford accommodation for commercial traffic?—Only for passengers.

3004. Not for other traffic?—No, but in close connection with it.

3005. Not for cattle?—No.

3006. You are now expending for your trade 75,000 *l.*, are you not?—Yes; if the blue piers had been constructed we should probably have spent our money in connection with that small pier in shallow water instead of at the other point; our cattle arrangements, instead of being in the old harbour, would have been here, and I believe at much less cost to us. The London and North-Western Company, at very small cost, would have obtained accommodation for their goods traffic in connection with the vessels drawing deep water, and now this accommodation that we are making in connection with the old harbour is only for the cattle traffic with Ireland.

3007. You have been asked as to what interest the taxpaying public, as contrasted with the passenger public, have in this accommodation; you are aware of that, with regard to the clause, 35,000 *l.* a year?—Yes.

3008. The taxpaying public have a direct interest in giving the best accommodation that they can, the same interest as the Railway Company or Steam Packet Company, in order to increase the traffic on that line?—Yes.

3009. They get half the increase beyond 35,000 *l.*?—Yes; but I think that by far the largest and the most direct interest that they had was in getting from us 20,000 *l.* a year.

3010. And they are especially interested in the increase of traffic, are they not?—Yes.

3011. You stated, in answer to the Right Honourable President of the Board of Trade, that you had no objection to refer this question to any impartial man, to say what would be a fair arrangement as to penalties?—No; I think we could settle the times and the penalty question with the Government at once.

3012. Have you any objection to write a letter, on behalf of the Railway Company, to this Committee, making an offer of that kind?—Not the least; that would be much more satisfactory to me.

3013. Perhaps you will, authorised by the Railway Company, make an offer such as you have made in your evidence?—Yes.

3014. Colonel *Pennant.*] Would that be confined to the Railway Company independently of the Steam Packet Company?—We would arrange with the City of Dublin Steam Packet Company to send in to the Committee a joint proposal, separating the land from the sea service, and making the Railway Company solely responsible for the land-service, and the Steam Packet Company for the sea-service.

3015. Do you think that such a separation would be desirable in any future arrangements with the Companies?—Yes, certainly, very desirable as between the contractors; and I think that it would be more satisfactory to the public also.

3016. That would enable the Government at once to perceive where the delay had taken place?—Yes, certainly.

3017. Mr. *Laird.*] That joint offer would embrace

brace the offer of a reference, would it not?—Yes, as respects the alteration of the contract, we should send in a specific proposal with regard to the time, and the mode of the penalties, and leave to reference, as between the railway companies and the Government, the open question as to what should be done in equity between them and the Government under the altered circumstances.

3018. Mr. *Corry.*] Do I rightly understand you to state that you are of opinion that there should be a certain time specified for the sea voyage?—Yes.

3019. Mr. *Milner Gibson.*] Your principle would be to allow, as it were, any delay to your trains caused by the want of a proper curve on the red coloured pier, and then to enforce a penalty for every minute lost after that?—I would rather consult with our co-contractors, and send in a specific proposition.

C. E. Stewart, Esq.

3020. *Chairman.*] In that offer which you are about to put in, you will consent to be liable to penalties on certain terms?—Yes, just so.

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3021. Mr. *Dalglish.*] You consider that the present postal contract, so far as the land service is concerned, is a bad contract for the London and North-Western Company?—Yes.

3022. If you were to enter into fresh negotiations with the Government, you would not do it upon those terms?—No; understanding from them that their intention is to abandon the construction of the blue piers to which we attach so much importance.

JOHN HAWKSHAW, Esq., called in, and further Examined.

3023. Mr. *Corry.*] YOU have heard Mr. Stewart say that the roof ought to be 300 feet long. Do you see any objection to that?—No; it would increase the cost to that extent; it would add one-fifth to the cost.

3024. There would be no engineering objection?—None at all. I ought to have stated that Mr. Watson, when we were discussing this plan, suggested that there should be a gridiron at the upper end of the harbour near the vertical wall; that should be considered as part of this plan. The cost of the gridiron would be under 4,000 *l.*

3025. *Chairman.*] £. 25,000 would be the minimum of all those expenses?—Yes.

3026. The expense would be about 25,000 *l.* altogether?—Yes.

3027. Would that be put up at the expense of the Treasury?—Yes; Mr. Watson proposed that it should be at the expense of the Government.

2028. Mr. *Corry.*] What was the estimate for the improvement of the curve?—£. 10,000.

3029. If the curve were improved, the whole of the works would cost little more than 30,000 *l.* exclusive of the gridiron?—Yes; and there might be 10,000 *l.* more; for I pointed out to the Government that, supposing they improved the curves, they would cut off a portion of the present Holyhead quay; that portion which the public have used, and they might come on some future day, and claim some additional quay; that made 20,000 *l.* hang upon the improvement of the curves.

3030. Mr. *Laird.*] The whole improvement with the gridiron and the alteration of the curves would amount to from 35,000 *l.* to 40,000 *l.*?—The alteration of the curves is not my plan; this plan which is the result of my conference with Mr. Watson and Mr. Stewart, involves no alteration of the curves.

3031. *Chairman.*] Your estimate for your plan is about 20,000 *l.*, is it not?—Yes.

3032. With the elongated roof, what would it be?—That would add 1,000 *l.*; it is 19,100 *l.* now.

3033. In round numbers, it would be 20,000 *l.*? Yes.

3034. If the gridiron were added, which Mr. Watson wanted, what would it all amount to?—£. 24,000.

3035. And if the whole claims for the use of the quay at Holyhead were to be enforced that would add 10,000 *l.* more?—There would be no claim upon the Government unless the curve was altered. I do not know whether Mr. Stewart has ever valued the change of curve in time, but it would simply avoid a change of engine.

J. Hawkshaw, Esq.

3036. I want to know how much it would cost if we should adopt it?—If you were to alter the curves it would cost 10,000 *l.*; but you must not take that as a recommendation of mine.

3037. Mr. *Laird.*] If the curve were altered, the engine could run right down to the station at once?—Yes.

3038. They cannot now do that, can they?—I am not quite certain that it could not be done now; they do not do it, but whether they have ever tried I do not know.

3039. It has been stated in evidence before this Committee, that they cannot run down from the station to the pier without an alteration of the curve, is that so?—I do not say so; I do not know.

3040. Supposing that the engine could run right down to the landing-stage, there would be a saving of time of two, or three, or four minutes in the change of engine, would there not?—I should think that two minutes would be quite enough.

3041. *Chairman.*] Supposing a change in the curves were to be made to enable the engine to run straight from the refreshment room, without stopping, to the upper station at Holyhead, that would make an addition of 10,000 *l.* to this plan, would it not?—Yes, supposing that the curves were altered.

3042. The elongation which is proposed by Mr. Stewart is not out to sea, but inwards towards the land, is it not?—I do not know which way it is to be elongated, it is immaterial, I think.

3043. Mr. *Lefroy.*] Is the screen which you propose in that estimate of 20,000 *l.* to be so completely enclosed as Mr. Stewart contemplates?—Quite, so far as I know. I understand it to be quite satisfactory to Mr. Stewart in all respects; there seems to be a discrepancy about the 50 feet of shed. What Mr. Steward is now proposing might be objectionable to the steam packets, because he is proposing to take away 50 feet of quay berth, and I do not know if Mr. Watson would agree to that.

3044. Mr. *Laird.*] What Mr. Steward proposes is this, that he wants a shed long enough to take in a train; if you have not a shed long enough to take in the train, of course one part of the train would be exposed to the weather?—Yes, but this elongation which is marked here takes 50 feet from the spare packet berth, and it

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is pushing the thing nearer to the rocks; if it can be done I have no objection to it.

3045. Colonel *French.*] As far as I understand, your evidence goes to this, that by an expenditure of 13,100 *l.*, and say 4,000 for a gridiron, and 6,000 *l.* for the roof, which is already voted, you would give great accommodation, but that for the amount of 30,000 *l.* you would give still greater accommodation to the Steam Packet Company than they would receive from the construction of the breakwater which has been proposed, and which is to cost 50,000 *l.*?—Decidedly, besides you must bear in mind that the breakwater alone would cost 50,000 *l.*, and then this other expenditure would have to be added to it; you would have to add the change of the curve and the cost of the line leading to it, which would have to go through a lot of buildings, and then you would have to add the cost of the roof, and the refreshment room, so that it would be 24,000 *l.* as against 70,000 *l.*; and there would be the gridiron also.

3046. Mr. *Corry.*] You state that the estimated cost of the whole, including the roof and the gridiron, would be 24,000 *l.*, but that if the curves were altered it would be 10,000 *l.* more?—Yes.

3047. Then there would be a further 10,000 *l.* besides that for contingent claims?—That is possible; I am looking to the future; nobody would have any absolute claim upon the Government, but inasmuch as there is a small quantity of quay space at Holyhead now, along which small coasters lie, if you deprived them of that they would complain, and it is very probable that some future Government would lay out money for increasing the quantity of quay space for them.

3048. Colonel *Pennant.*] You mean that there is a small portion of quay room in the harbour which vessels can now use independently of the Railway Company?—Yes, independently of either Company.

3049. What is the length of that?—About 700 feet of vertical quay wall.

3050. Is that in very shallow water?—Yes, it is in very shallow water.

3051. For large vessels there is no quay accommodation in any part of the harbour, except for those connected with the Railway or Packet Company?—None whatever.

JAMES ABERNETHY, Esq., called in; and further Examined.

J. Abernethy, Esq.

3052. *Chairman.*] HAVE you considered the plans which were laid before the Committee the other day?—Yes; following up the observation which I made, that I think if the blue piers of Mr. Hawkshaw were turned, instead of north and south, to the east and west; I have laid down a pier in that position.

3053. Have you a plan of that with you?—Yes. (*The Witness produced the same.*)

WILLIAM WATSON, Esq., called in; and further Examined.

W Watson, Esq.

3054. *Chairman.*] SINCE you gave your evidence the other day, you have been considering another proposition for removing the Admiralty jetty, and making certain arrangements at the Camber; will you state what your opinion of that is, and what you are prepared to do on the part of the City of Dublin Steam Packet Company?—In consequence of the very urgent desire on the part of our co-partners in this contract, the London and North Western Company, and the wish evidently of the Government, represented by the Board of Trade, to make arrangements in connexion with the present stone lighthouse wall, I have been in communication, as Mr. Hawshaw stated to-day, with him, to see whether such arrangements could be made as would be practicable for the Irish service; and as I stated on the last day when I was examined by the Committee, there is not the least doubt that such a position would be exceedingly desirable for the arrival of packets from Ireland; it would give a sheltered berth, though not at all times a windward one, for the packets to go to, and an extremely good position for the public in the way of shelter and accommodation; and, in fact, as Mr. Hawkshaw has stated, it could be made a railway station 300 feet long and 50 feet wide, and in my opinion, could be closed in, both back and front, but in any case at the back. Mr. Stewart seems to have some doubt whether it ought to be closed in in front, but that is a mere question of detail which could be settled afterwards; I think it ought to be closed in in front, so that it would be a railway station under a roof, together with a refreshment-room and waiting-rooms for passengers; in fact, nothing could be more complete for passengers coming from Ireland than this arrangement would be; and interested as we are in the improvement of the passenger intercourse, we are exceedingly desirous to adopt it. The difficulties would be in connexion with the outgoing packets. The commanders have told me that, in strong southerly winds, they would find it impracticable to swing the vessel, which means turning at the same side at which they arrive; and I mentioned to Mr. Hawkshaw and Mr. Stewart that I would confer with two of the commanders of the packets, and see whether any arrangements could be devised which would meet the case of the outgoing packets. This morning we have been in communication together, and they have given to me their opinions in writing, which are that the thing is practicable, though attended with some inconvenience. I propose to read their letters, in order that there may be no mistake upon the subject of the arrangements which it would be necessary to carry out for the outgoing mails, because it involves the necessity in most cases of departing from the present wooden jetty. At the same time, I wish to convey to the Committee that our own view is still decidedly in favour of a stone breakwater pier at the north side of the present jetty, as the best arrangement.

3055. Are you authorised to say that the Treasury and the Government are anxious for this arrangement?—I understood the Government, as represented by the Right Honourable President

President of the Board of Trade, from the questions which he put to me with regard to making the south side of the present stone pier a packet-berth: of course I might have misunderstood him.

3056. Mr. *Milner Gibson.*] It was an inference of yours?—Just so.

3057. Mr. *Laird.*] Were not questions with reference to that accommodation put to you by the Right Honourable President of the Board of Trade, on the first day of your examination?—Yes; but it might have been an erroneous inference on my mind.

3058. *Chairman.*] Have you any authority for what you state, or is it a mere inference that the Government were at all inclined to this plan?—I have no authority, except what I inferred from the line of examination pursued with regard to myself on the first day when I was examined. I have not been in communication on the subject with the Government.

3059. Colonel *Pennant.*] Was there not a question put to you whether, supposing the Admiralty Jetty were altered in that way, that would not be quite sufficient for all your purposes?—I forget the exact question; but the inference upon my mind was that it would be desired as a very great saving of expense.

3060. *Chairman.*] If this proposed plan is carried out, are you prepared to do as Mr. Stewart has offered to do, namely, to put in a letter addressed to this Committee, saying that you are ready to negotiate on fresh grounds to admit the right of personalties, and to separate the penalties of the land-service from those of the sea-service?—Yes; we are quite ready to do so. I have had an opportunity of consulting my colleague, the Honourable Member for Wexford, upon the subject, and I understood from him that another colleague, one of the Honourable Members for Liverpool, takes the same view, and we are ready to adopt Mr. Stewart's proposition of putting in a joint letter simply with regard to the question of penalties, and the other matters which I am ready to submit to the Committee. Perhaps the Committee will allow me first to read the statement made to me by the commanders. Commander Keane writes to me thus: "London, July 2d, 1863. Dear Sir,—I beg herewith to return the paper with the arrangement we spoke of this morning in reference to the proposed arrival berth at the Lighthouse Quay for the mail packets. I have considered the subject very carefully since we met, and am still of opinion that the service can be carried out as provided for in this paper. I think it right, however, to warn you that the arrangement as proposed will, in my opinion, be attended with considerable increased cost to the company in the wear and tear of the packet from chafing along such a length of quay as well as of our heavy hawsers. I name this knowing, as I do, the great destruction of hawsers at Holyhead as compared with Kingstown, where we have such an excellent sheltered pier to work at. I still, however, wish to state that my views with respect to the necessary improvements for the Mail Packet Service at Holyhead are the same as stated in my evidence before the Committee, and fully confirmed by every witness, unless those who appeared on the part of the Government; namely, that the best plan is the stone pier from the inner Platters on the north of the present jetty." Commander Payne writes to me: "Having considered attentively the plan of the proposed alteration in the arrival berth for the mail-packets at the lighthouse quay, Holyhead, in direct continuation of the Great Eastern Jetty, also the proposed roofing, screens, and solidification, I beg to say I concur with Captain Keane's views, as stated in his letter to you of yesterday's date. I would at the same time suggest it will involve the necessity of increasing the number of men on the jetty, in consequence of having no weather side to come to in northerly winds. I am glad to find it is also part of the proposed plan having a gridiron at Holyhead, it being indispensably necessary that the ships should be kept clean to carry out the service. In conforming to Captain Keane's views, with regard to having the arrival berth on the south side of the jetty in all winds, I in no way retract the opinion I gave before the Committee, "that a pier to give shelter in northerly winds would still be preferable as a saving of time in landing mails and passengers." Perhaps the Committee will allow me to read what the arrangements are which are proposed for working with the proposed alteration: "The proposed arrangement would afford sufficiently satisfactory accommodation for the packets to arrive at, and for landing passengers, mails, and luggage. As there would be delay, and at times great difficulty in swinging the vessels at the proposed new berth, the most convenient course will be for the outgoing packets to back round the end of the Great Eastern Jetty to the north side, as at present, when the weather permits, where they can take in coal, and be ready for the mails and passengers on the arrival of the trains alongside. In strong southerly winds, when it might not be practicable, at least without causing damage, to back away from the arrival berth, and get round completely to the departure berth on the north side of the jetty, the packet might reverse, and when ready for sea, with all on board, and partly round by the end of the jetty, then set on, or, have the reserve packet ready in berth for the outward mails at the Great Eastern Jetty. When northerly winds might prevent the packets lying at the north side of the jetty; the packets to swing at such part of the south side as may be found most convenient." There is no difficulty in swinging the packets in a northerly wind, but there is with strong southerly winds. In answer to the Honourable Member for South Cheshire, I am prepared to put in the proposal which we are ready to make upon the subject of the service, with penalties.

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3061. Are the Committee to understand you to accede to this proposition now?—Yes; those are the views of our commanders as to the mode of working the vessels at the lighthouse berth.

3062. Mr. *Laird.*] The letter which you are going to read now, is in reference to the plan proposed by Mr. Hawkshaw?—Yes; the plan which he submitted to the Committee to-day, with some trifling modifications; but substantially it is the plan which he referred to in his evidence this morning.

3063. *Chairman.*] Will you read it?—"Land and sea services to be separated. Sea Service.—To include for the up-journeys the time from arrival of mail trains on Kingstown jetty, the mails being delivered to the company's men at the door of the vans, to the landing of the same on the new wharf at Holyhead, and of the luggage of passengers booked through by the mail trains" (that is adopting as nearly as possible the arrangements in the new Dover contract, to include all the

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the time between one point and the other). "For the down journeys, from the delivery of the mails and passengers' luggage on the jetty, where the packets may be placed ready for starting, to the landing of the mails on Kingstown jetty, the entire time to be occupied not to exceed four hours and a half;" that includes four hours and five minutes as the maximum for the sea passage, and 10 minutes at one end and 15 minutes at the other for changing.

3064. Lord *John Browne.*] It is now three hours and 35 minutes, is it not?—There is no such contract; that is a mistake altogether on the part of the Post Office officials. The object of this proposition is, with the understanding which we have with the London and North Western Company, that the mails will be delivered between London and Dublin in 11 hours and 35 minutes, instead of 11 hours and 30 minutes, simply putting on five minutes for the increased distance that we have to go on water. I had included a paragraph about penalties, but Mr. Stewart said, as the Honourable Member very properly put it, it should come in as a joint proposal on the part of the two companies; I omit it from this paper, but we will assume that penalties are to be charged: "The Steam Company to be authorised to claim that the passengers may travel between Westland-row and Kingstown jetty on any or all of the up and down journeys in carriages attached to the special mail trains, the company being still liable to perform the services in four hours and a half, inclusive of landing and embarking at Kingstown as at Holyhead;" that is obviously for the advantage of the public, and of course likewise for the advantage, not only of the company, but of the Post Office, by increasing the traffic receipts; to the Post Office it will make no difference in time, and it gives the public the advantage of saving a considerable amount of time, particularly in the morning, the quarter of an hour, which has been considered as being a great grievance since the commencement of this new service.

3065. Mr. *Corry.*] Is that $4\frac{1}{2}$ hours to Dublin or to Kingstown? — To Kingstown Pier. We further propose, "an astronomical clock to be provided and maintained on each landing and embarking place at Kingstown and Holyhead (keeping Greenwich time at both places), at the joint expense of the Government and the Companies, by which the time for the land and sea services shall be kept." The reason I suggest this is, that sometimes there is a considerable variation in the timepieces of the post-office, and if we are to be bound by time, it should be correct time. "The causes within the control of Government" (which, of course, are to be still exceptions) "to include keeping free and uninterrupted access through the harbours of Kingstown and Holyhead, to and from the jetties, which, with the lie-up berths, are to be exclusively assigned to the Dublin Company's vessels; the jetties, roofs, screens, and berths to be maintained in repair; and the depth of water for vessels drawing 14 feet to be also maintained; repairs of jetties not to interfere with the expeditious berthing of the packets; the mail-bags to be delivered to the Company's men, so as to be ready at the gangway stages for loading as soon as the packet is alongside" (in other words, that no obstruction or loss of time is to be caused on the part of the Post Office); "the factory premises and coal-stores at Holyhead to continue in the occupation of the Company, and free access to be allowed for the coals to such part of the jetties as may be required by the Company for the use of the packets; the gridiron to be available for the packets of the Company at one day's notice, and no charge to be made for its use; the claim of the Company, with reference to division of receipts from sea-traffic, as contained in their letter to the Treasury, of November, to be recognised." That is a question which we have referred to the decision of the Treasury, with regard to whether the contract entitles the Post Office to claim half the parcel traffic as well as the passenger traffic; it is simply a dispute of about 1,000 *l.* a-year between us. "Government to remit Kingstown dues on vessels which have brought coals for the use of the mail packets." Kingstown Harbour being one of their harbours, by our contract all dues paid to the public department were remitted in this contract; those are the conditions on which we are quite prepared to accede to this arrangement.

3066. *Chairman.*] I understand you to say that the departure is to take place as before from the wooden pier generally?—From the Great Eastern jetty; that is our view.

3067. There is to be no shed put upon that, is there?—I should strongly recommend a shed to be put on it.

3068. But it is not a part of your conditions?—No, we do not condition for it.

3069. Therefore the conditions are entirely for the advantage of the company itself, in fact?—I think guaranteeing the time being kept, and guaranteeing that accommodation on arrival, are for the benefit of the public.

3070. But will the departure place be made anything better than it now is?—I think it ought to be so.

3071. But will it be so by that arrangement?—That depends upon the engineer and the Government.

3072. In the arrangements you do not contemplate any shed being put at the end of the wooden pier, and the Government engineer says that it is not desirable from the want of strength in the jetty?—We do not require it for the packets.

3073. Mr. *Laird.*] Do you require it for the accommodation of the passengers?—If you put it to me whether it ought to be done, I have no hesitation in saying that it ought to be done; I entirely agree with the honourable Member that there should be screens in front, and further, if those screens could not be used for an arrival berth on that quay of 50 feet wide, it could be used as a departure berth.

3074. *Chairman.*] In the arrangements which you have just read, as far as departure is concerned, the passengers would gain nothing in the way of protection from the weather?—No, there is no condition made there that a roof should be put on.

3075. Mr. *Laird.*] Supposing that in arriving at the Euston Station there was no shed over the arrival platform whilst the passengers were arranging their luggage in wet weather, would it not be a great advantage to have a shed as they now have, instead of having it open as at Holyhead?—That is amply provided for on the arrival of the packets, because the passengers have nothing to do with the luggage in leaving or even on arrival, for we do all that for them.

3076. When passengers arrive at Holyhead and embark, they will be now exposed to the weather, as there is no shed proposed in this plan

plan for their departure?—In order to make the plan more complete, I have not the slightest objection to the condition that there should be a shed.

3077. *Chairman.*] You do not propose that in the arrangements which you say you would be satisfied with, with the Government?—It is very easy to add it.

3078. But it is not in your proposition?—No.

3079. It is not in the negotiation which you are prepared to assent to with the Government?—No.

3080. Mr. *Laird.*] Would you consider it a very great advantage to the passengers to have a shed of that kind?—Yes, I should decidedly.

3081. And that anything which tends to the comfort and convenience of the passengers would tend to increase your traffic?—No doubt of it, and it would be to the advantage of the Post Office, who participate with us in the profits; in fact, the Post Office have more advantage in the increased traffic than we have, because we have to pay all the expenses of the increased traffic exclusively, our own moiety of it.

3082. *Chairman.*] There is another condition which has been presented before the Committee, namely, that you shall have a gridiron; are the Government prepared to give you that?—I am not prepared to answer that question.

3083. Is that one of those terms on which the negotiation with the Government is to be based?—Clearly that is our view. I might state in explanation of that, that by our contract with the Government we are freed from dock dues; meaning, no doubt, graving dock dues, for there are no other dock dues; but inasmuch as the dock at Holyhead is not large enough for the packets, we cannot dock there.

3084. Is there anything in your original contract with the Government to entitle you to get a dock or a graving-dock?—I think I stated on a former occasion that we cannot refer to any clause in the contract upon that point; it is the previous correspondence which shows what the intention was.

3085. On what ground have you a right to demand that from the Government as part of the negotiation?—Because it was the understanding that those ships should have the means of docking at Holyhead without the necessity of taking them away for the purpose.

3086. That is a new element which you have put into the contract with the Government?—It is a condition which we put in on altering the terms ofthe contract to bring us under fines, and enable the Government to save a large sum of money on those blue piers.

3087. And that is part of the equivalent for not establishing the blue piers?—Yes, exactly.

3088. You demand to be freed from dues at Kingstown Harbour, that is at the other side of the Channel?—We are free from dues at Kingstown Harbour under our contract, but those were dues not originally contemplated for bringing vessels there to coal, which we require to do, because of the want of sufficient accommodation for coaling at Holyhead.

3089. Therefore you consider that that is a fair equivalent for the want of accommodation which has been withheld by the Government?—We do, decidedly; that is the ground upon which we claim it. I have a document here which was submitted to the Treasury some time ago on the subject of those very large piers as far as the steamboat company was concerned, and all those points are contained in it. (*The witness delivered in the same*—(Vide *Appendix.*)

3090. Colonel *Pennant.*] Is there any great difference of time in getting passengers and luggage out of the train, and getting them on board the steamer on departure, as compared with getting them out of the steamer, and getting them and their luggage alongside and in the trains on their arrival?—It takes more time to land them from the steamer than it does to transfer them from the train into the steamer; but then, of course, we have two operations in every journey. On the down-journey we have the embarkation, or the taking them from the train to the steamer, and we have the landing at the opposite port; and it is *vice versâ* on the up-journey. You have first to take them from the train to the steamer, and then land them from the steamer on the jetty; there are two two operations in each case.

3091. According to this plan they would have shelter in the one case, and in the other not?—The important period for the passengers to be under shelter is when they are getting out of the steamer, because when they are coming from the train, they go immediately into the packet; there is no choosing of places, as in the railway carriages; for they go at once into the packets; therefore it is less important to have shelter in leaving the train than in getting to it.

3092. Mr. *Dalglish.*] In the proposal which you have read to the Committee, do you mean 4½ hours for the passage alone, including the embarkation and transhipment of passengers?—It is for the passage and those operations at each side.

3093. We have it in evidence that those operations do not take more than 12 minutes at the utmost; six minutes at Holyhead and six minutes at Kingstown?—If that is in evidence, it is clearly a mistake.

3094. The delivery of the mails to the guards in the vans, I understand, takes about six minutes?—But there is the passengers' luggage in addition; that is not in evidence, I believe.

3095. Do not the two operations go on simultaneously?—Certainly not; the mails are landed before the passengers' luggage.

3096. From the time when the steamer comes alongside, till the mails are put into the train, it takes about six minutes, does it not?—I suppose it does not exceed that.

3097. And of course it could be done even more quickly in embarking?—I dare say it could.

3098. That is 12 minutes for both operations. Is that 12 minutes included in the 4½ hours?—Yes, clearly.

3099. That gives you four hours and 18 minutes for the passage?—No, it does not; because it leaves out of view the embarkation of the passengers' luggage, which is a tedious part of the process.

3100. Can you tell the Committee how much additional time to the 12 minutes the passengers' luggage takes?—That depends upon the number of passengers; of course it varies very much.

3101. I suppose that your profit depends a good deal upon the number of passengers also?—No doubt of it; our profit is entirely dependent upon the increase of the passenger traffic, for our estimate only proposed to the Government to cover the usual fixed charges for making the passages.

3102. If your new proposition was agreed to, it would be, in fact, enabling you to make the passage so much slower between Kingstown and Holyhead?—

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Holyhead?—No, I do not think it would. This is the maximum time; therefore that time should not be exceeded.

3103. No penalties could be exacted if you kept that time?—No.

3104. Then it is the minimum time, as far as the penalties are concerned?—I do not see that.

3105. Could you give the Committee any information as to how long taking the passengers' luggage, and the passengers themselves, and embarking them from the train, and putting them into the train again, consumes?—I should suppose, in the summer time, with a large number of passengers, and a great quantity of luggage, they could be embarked from the train to the packet very probably in 10 minutes.

3106. From the time that the train arrives, till the vessel leaves the quay, you think 10 minutes would occupy the whole time?—Just so. I mean from the time that the luggage is delivered to us.

3107. In disembarking, how long would it take?—It would take at least twice the time to land from the packet that it does in the opposite direction; for this reason, that you are always descending to the packet, and ascending from it.

3108. In the one case you take 10 minutes, and in the other 20, as I understand?—Yes, for a large number of passengers, I should think so.

3109. Then that would leave you four hours for the voyage?—Yes.

3110. Then you would be going at a greater speed than you have hitherto done?—We are prepared to do so; of course that proposition I accede to; but, at the same time, I have no hesitation in saying, from the return which I put before the Committee the last time I was examined, that our performance will be fully equal to that, if we have the means of keeping the ships clean.

3111. Do you consider this proposal a great advantage to the steam-packet company?—I consider that it is a fair arrangement for both sides, and an equivalent for that reduced accommodation at the pier, and that it practically carries out the original arrangement with the Government of having a communication between Euston-square, London, and Westland-row, Dublin, in 11½ hours, plus the five minutes for the increased distance which we have got to go at sea.

3112. With regard to this gridiron, which is in your new proposition, do you know any place where there is a gridiron put up, where the vessels using it do not pay for it?—I am not aware of it; but I am aware that if in the port of Holyhead, there was a graving dock large enough for our packets, we should not have to pay for it; that is part of the contract. If you will allow me, I will read the clause. It is in the 14th clause: "That the said annual sum of 85,900*l.*, or other the sums payable under this contract to the City of Dublin Steam Packet Company, shall be so paid, exclusive of all sums of money which the said City of Dublin Steam Packet Company shall be liable to, and shall pay for or in respect of lighthouse dues, harbour dues, and dock dues, on account of the vessels to be employed under this present contract; and that the said Charles Baron Colchester, or other Her Majesty's Postmaster General, for the time being, shall and will pay or cause to be paid out of the revenue of the Post Office, unto the said City of Dublin Steam Packet Company, on the said herein-before mentioned quarterly days, or so soon after as the amount thereof for the then past quarter of the year can be examined and checked, all such sum or sums of money as the said contractors of the third part shall be liable to pay, and shall have paid for or in respect of lighthouse dues, harbour dues, and dock dues, during such quarter of a year, on account of the vessels to be employed under this present contract, as aforesaid."

3113. According to your view, if you put one of your vessels into a dock in any other port, the Government would be obliged to pay for it?—That is our view of the contract; it is not the view of the Post Office, for the Post Office have refused to pay us the dock dues which we pay in other ports, where we have been obliged to dock the vessels for want of a dock at Holyhead; and it is agreed to leave that to arbitration. It is not a question of much amount; it is a mere question of 100*l.* a-year.

3114. If there was a gridiron at Holyhead, you consider that you would have a right to use it?—Yes.

3115. Are the London and North Western Company agreed with you as to the paper which you have read?—They are agreed with us as to the division of the time; that is to say, that they will do the remainder of the service in such time that the service can be carried on between Westland-row, Dublin, and Euston-square in 11 hours 35 minutes, instead of 11 hours 30 minutes, which is the arrangement with the Government, according to the letter from Mr. Wilson, which I read on a former day, that of the 11th of May 1857: "According to this proposal, the united companies will have the following important advantages, as compared with the conditions under which this service could be performed, as given in evidence before the Committee. In place of 10 hours and 41 minutes between London and Dublin, the Government stipulates only for 11 hours 30 minutes."

3116. Are the Committee to understand that the London and North Western Company are quite prepared to agree to perform the service in 11 hours 35 minutes, you taking 4 hours and 30 minutes for your portion of the time?—The exact arrangement is, that they will undertake to do the service from the Holyhead jetty to Euston-square in 6 hours and 50 minutes, which added to our 4½ hours, and the 15 minutes to get up from Kingstown jetty to Westland-row, will make exactly 11 hours and 35 minutes.

3117. Colonel *Pennant.*] Is that division of time included in the proposition which you have just laid before the Committee?—No; but I will put it in, in evidence, if it is desired.

3118. Mr. *Laird.*] What is the present contract time?—The present contract time is 11 hours from Kingstown to Euston-square.

3119. Will your proposal add to the time for delivering the mails between Euston-square and Dublin?—Yes, it will add five minutes, that is for the increased distance.

3120. You have stated that your proposal would give the railway the same time as they now have?—Yes, plus 10 minutes for their part of the work at Holyhead.

3121. Has this proposal of yours been agreed to by the railway company?—They have not seen this proposal, with the exception that they have agreed with us 12 months ago, during the progress of the negotiation with the Treasury, to do their part of the work in six hours and 50 minutes.

3122. *Chairman.*]

3122. *Chairman.*] Then it is not a joint proposal?—No; this is not a joint proposal.

3123. Mr. *Dalglish.*] How much time have the railway company now from the starting of the train at Holyhead to its arrival at Euston Station?—There is no particular time in the contract with the Government; but, under the subcontract with our company, to which so much reference has been made, the time for the journey from Holyhead jetty to Euston-square is six hours 40 minutes.

3124. *Chairman.*] And yours is what?—Ours was 45 minutes for the Channel, and 35 minutes for transfer at Holyhead.

3125. Therefore, by this change, you will give yourselves nearly a quarter of an hour, will you not?—That is as a maximum; there was no object, of course, in taking the minimum of the sea service, for that was out of the question; we undertook to do it in the time that the Government proposed to us in 1857—that is, four hours for the Channel.

3126. Colonel *French.*] By this new proposal which you have read to the Committee, the time is extended from four hours to four and a half hours, but that is an extension with which the Committee have nothing to do, provided the entire journey is performed in the same time that the original contract specified, and I conclude from your evidence that the journey will be performed with a difference of five minutes; that there will be but five minutes extra between Euston Station and Westland-row?—That is so.

3127. Mr. Stewart stated, did he not, that if the blue piers were executed, a considerable extent of quay space would be given to the Company?—Yes.

3128. Can you state what the amount of that would be?—It is stated that there would be 3,000 lineal feet of quay space on those blue piers; one of those piers was to be 1,200 feet long and 120 feet wide, both sides faced with perpendicular stone walls, the inner or smaller pier to be 900 feet long, faced on one side only; the extent of quay accommodation to be upwards of 3,000 feet, 2,000 of which were not exposed to sea or wind."

3129. With regard to this gridiron, to which the honourable Member for Glasgow called your attention, do you consider that as a substitute in place of those graving docks that will not admit vessels of the size of your packets at Holyhead, but the use of which was guaranteed to you by the Government?—We would take it as a substitute, and waive the claim for dock rates in other ports when we have to repair them or paint them, because we cannot paint a ship on a gridiron; she would not be long enough on, it would simply be to clean her.

3130. Mr. *Dalgleish.*] At the time that you entered into the contract you knew that there was no dry dock there, did you not?—We knew that it was not large enough, but we were given to understand that it would be enlarged in time for us.

3131. Colonel *French.*] All the evidence which you have given has been under the impression that that plan which was shadowed out by the President of the Board of Trade, and put in form by Mr. Hawkshaw, is to be carried out?—Yes.

3132. Mr. *John Tollemache.*] The propositions which you have made to-day are not joint propositions; they simply come from the steam packet company?—Yes, for the performance of the sea part of the service, for which we are solely responsible.

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3133. Do you think that by the next meeting of the Committee you could consult with your allies, the London and North Western Company, and endeavour to submit to the Committee a joint proposition; I do not mean that the penalties in future are to be joint penalties, but that your proposal as a whole should be a joint proposal?—I think that we should be ready to make such a proposal, from the nature of Mr Stewart's evidence this morning.

3134. Will you endeavour to do that by the next meeting of the Committee?—Yes, certainly.

3135. It is proposed, is it not, in Mr. Hawkshaw's plan to have a station immediately opposite to the point at which the steamer will arrive?—Yes, that is so.

3136. Do I rightly understand you to state that it would be a very great advantage to the passengers if that roof were extended to the eastern pier, to the place from which the vessel will depart?—No, what I intended to convey was this, that a roof on the eastern pier would be an advantage to the public, but that the two roofs could not be connected together; it would not be necessary to make it in continuation of the other roof, to shelter a part of the jetty, which the public would not be on, passing from the train to the packets.

3137. I understand you to state that it would be a great advantage to the passengers if there were a roof formed over part of the eastern pier?—Yes, for the outgoing boat, no doubt.

3138. The advantage would be to the passengers departing from Holyhead, would it not?—Yes.

3139. According to that plan the railway will be continued along the eastern pier?—It is so at present.

3140. And it will be, will it not, if this plan of Mr. Hawkshaw's is carried out?—It would be indispensable that it should be so.

3141. Therefore the railway would pass close up to the point from which the steamer would take its departure?—The carriages would be close alongside the steamer, as they are at present.

3142. Therefore the passengers would only have to go from the carriage into the steamer?—Yes.

3143. What distance would that be?—A very short distance, because the quay on which they arrive is certainly not more than 20 feet wide.

3144. Will it be above 15 feet from the carriages to the point from which they will step on board the steamer?—Till they get upon the gangway, I think it is about 15 feet; it is as nearly as possible 18 feet from the side of the carriage to the side of the jetty.

3145. Do you think that it would be very important for the accommodation of passengers, who depart from this pier, that a portion of the pier should covered in?—No; I do not think that it is very important; but I think, in answer to a question put by the honourable Chairman, that it would be desirable, it is not merely going straight across from the railway carriage: but if a person is at the end of the train, of course he has to walk along the quay, and it would be desirable that he should not walk along in the wet.

3146. The passengers are not detained on the pier on account of their luggage, are they?—No; the passengers walk to the vessel at once, and the luggage

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luggage is attended to by the servants of the Company.

3147. They have only to step from the carriage on board the boat?—That is all.

3148. Therefore, I was mistaken in supposing that you stated that it was very important?—No, I did not state that it was very important; though it is important to have as much shelter as possible.

3149. Lord *John Browne*.] What is the length of time allowed for the passage by your boats?—The average speed by the former contract was 12 knots an hour; they made the passage of the Channel, from lighthouse to lighthouse, in 4 hours 40 minutes, on the average.

3150. And now you ask 4 hours 30 minutes, do you not?—No; the 4 hours 30 minutes includes the change at both sides, the transfer, the landing, and the loading.

3151. Does not that include the landing of the mails only?—It includes the landing of the mails, or the embarking of the mails at Kingstown, and the landing of the mails and the luggage at Holyhead, both.

3152. But supposing that you are crossing from Holyhead to Dublin, what does it include?—It includes the embarkation of the mails and the luggage at Holyhead, and it includes the landing of the mails at the Kingstown jetty.

3153. What is the length of time that you propose to allow now for that service?—I propose the maximum, 4 hours and 30 minutes, for the whole service.

3154. What was allowed under the old contract?—There was no limit as to the landing; it was four hours and 40 minutes for the passage of the Channel only.

3155. The price that you received under the old contract was 25,000*l.* a-year, was it not?—Yes.

3156. Whereas you now receive 85,000*l.* a-year?—Yes; the one involving a capital of about 80,000 *l.*, and the other 360,000 *l.*

3157. In your evidence on the last meeting of the Committee you stated, that "The average time occupied by the mail packets on the passage of the Channel for five months ending the 31st of May, in which last month the vessels were docked, was four hours and four minutes"?—Yes.

3158. Then you propose to add to that six minutes from jetty to jetty, making four hours and 10 minutes altogether from one jetty to the other?—Yes. It must be understood that what I proposed was 10 minutes, including the operation of landing and making fast; also loading the mails into the vans on the other side.

3159. I am reading the exact words: "The average time occupied by the mail packets on the passage of the Channel for five months ending the 31st of May, in which last month the vessels were docked, was four hours and four minutes. We take the average of the passage of the Channel, to test their speed, from the lighthouse of one place to the lighthouse of the other. In the old way, and comparing that with the Post Office Return, we should have to add six minutes from jetty to jetty in the two harbours"?—Clearly so; but that is merely as comparing the performance of the duty by the new packets with those of the former service.

3160. Did it take four hours and four minutes to perform the passage in the five months ending the 31st of May?—Yes; from pier to pier.

3161. Then you go on to state: "The average time for the month of June to the 27th, when the vessels were clean after docking, was three hours 51 minutes"?—Yes.

3162. To that you have to add six minutes again, have you not?—Precisely.

3163. So that three hours 57 minutes is the time that you occupied during the past month?—Yes, precisely.

3164. What time do you propose to do the duty in for the future?—I propose as a maximum 8 minutes in addition if we are to be subject to fines; four hours and five minutes for the passage of the Channel, and the remaining half hour to be devoted to the transfer at both sides.

3165. Do you propose to place yourselves under a penalty if you do not perform the passage in four hours five minutes from jetty to jetty?—No, if we do not perform the whole duties in 4½ hours, because it is quite manifest that there are many times when it would be impracticable to cross the Channel in four hours and five minutes; in a gale of wind, for instance.

3166. What are the exceptions allowed in the contract in case of bad weather?—That depends upon the way in which the exception is interpreted, whether it is a reasonable exception or not, because a moderate gale of wind would render it impracticable to cross in four hours and five minutes.

3167. There is an exception, is there not, for storms?—Yes, in the present contract there is an exception for storms. I rather collect from the agents of the Post Office that the word "storm" is interpreted more as a seaman would interpret it than a landsman; we should mean such strong winds as would impede the passage of the ship; I believe the word storm in the seaman's vocabulary scarcely ever occurs.

3168. Have you any objection to incur penalties for not crossing in four hours and five minutes?—No, with reasonable exceptions for weather, because this large margin which was allowed in our sub-contract for the transfer at Holyhead was with the very object of giving some margin for contingencies of weather which are not in the contract; but with a reasonable interpretation of that word "storm" necessarily impeding the ships on their passage, I venture to say that our Board would have no objection to enter into an arrangement.

3169. That would be eight minutes longer time, would it not, than you have taken to perform the voyage on an average in the past month?—Yes; if we take the month of June, which is a summer month, but we must keep in view the whole of the winter months in which we have to cross the Channel.

3170. Do you know the length of time from the landing of the mails on the jetty at the pier that the train takes to go up to the railroad from the time when it runs from the ship's side to where it changes the engine?—About five or six minutes.

3171. Mr. Stewart has proposed that the shed should be lengthened 50 feet inwards, do not you think that that would shelter the Camber so much that it would not be long enough for the vessel?—No; it has already been arranged with Mr. Hawkshaw that the shed should be 300 feet long, and still there is room enough left for the reserve packet; that is provided for. I think that Mr. Hawkshaw forgot the arrangement that we came to about that.

3172. Then you give a quarter of an hour to each landing and taking in of the mails by this new

new arrangement, do you not?—No; 10 minutes at one side and 15 minutes at the other, including both the mails and the luggage.

3173. And you are to perform the passage in four hours and a half; that is very short of the original proposition, is it not?—My object in the suggestion was, that it is the exact time, with the addition of five minutes.

3174. Mr. *Laird.*] You ask for the whole service, supposing that you and the railway company agree, 11 hours 5 minutes, instead of 11 hours?—It comes to that; I put it at 11 hours and 35 minutes to Dublin instead of 11 hours and 30 minutes to Dublin.

3175. That would be equivalent to 11 hours and five minutes from Kingstown to Euston-square?—In the 11 hours the Committee should clearly understand that there is no operation in Kingstown Harbour included; it is simply the termination of the voyage before the ship is made fast to the jetty.

3176. Mr. *Dalglish.*] Is this proposition of yours made in accordance with any arrangement with the railway company?—It is.

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3177. Mr. *Laird* to Mr. *Watson.*] What the Committee want, is a joint proposal from the Railway Company and the Steamboat Company, as to the terms on which they will fulfil their contract, if the plan suggested to the Committee by the Right Honourable President of the Board of Trade, and laid before them by Mr. Hawkshaw, is carried out. Can that be put in?—I think that that may probably be done.

Mr. *Stewart* stated that, as reference had been made by Mr. Watson to a letter of the 22d of April 1862, from the City of Dublin Steam Packet Company to the London and North Western Railway Company, he would beg to be permitted to hand in the correspondence which had passed upon the subject referred to in that letter. [*The same was delivered in.*—*Vide* Appendix.]

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APPENDIX.

Appendix, No. 1.

PAPER delivered in by Mr. *Watson*, and referred to in his Evidence, 3 July 1863. App. No. 1.

CONDITIONAL on "suitable accommodation being provided by Government for landing and embarking of mails and passengers at Holyhead and Kingstown, with the use of rails and other conveniences to be constructed on the Government property," the Companies entered into negotiation with the Treasury for the performance of the Improved Service, to be subject to penalties for loss of time. *See* Letters from the Companies of 4 January 1855, 16 June 1856, and 18 June 1857.

The time to be occupied in the transit between Euston Station, London, and Kingstown, was ultimately fixed at 11 hours or 11½ hours between Euston Station and Dublin, allowing four hours for the sea. *See* Treasury Letter of 11 May 1857. *See* also 7th Report of the Post Office, page 7.

Fines to be charged at the rate of 34*s.* a minute for excess of time, unless arising from "causes beyond control," whether accident or weather. *See* Letter from Companies of 16 June 1856; Treasury Letter of 11 May 1857, and 10th clause of contract.

In 1856 the companies were consulted by Mr. Rendel, and in 1857 by Mr. Hawkshaw, and plans of suitable piers at Holyhead, near the entrance of the new harbour, were agreed to with both those gentlemen, on the express condition of a clear passage being always kept, so as to afford "free and and uninterrupted access for the trains and packets." These piers were to afford large quay space; stores and conveniences for coaling, roofing, and refreshment rooms for the accommodation of the passengers, a weather side under all circumstances, to prevent delay in making the packets fast, and "all facilities for the rapid embarkation and disembarkation of passengers and luggage." *See* Mr. Rendel's and Mr. Hawkshaw's Reports of 1856 and 1857. *See* 11th clause of contract. *See* Mr. Rendel's and Mr. Hawkshaw's Reports.

The present sharp curve in the line of railway between the jetty and station would be avoided, so that the trains could proceed without any stoppage or delay direct from the pier to Chester. One of these piers was to be 1,200 feet long and, 120 feet wide, both sides faced with perpendicular stone walls; the inner, or smaller pier, to be 900 feet long, faced on one side only; the extent of quay accommodation to be upwards of 3,000 feet, 2,000 of which not exposed to sea or wind from any direction, one side only of the large jetty being exposed to the east, but the land not more than one mile distant. *See* Treasury Letter, 11 May 1857.

The estimated cost of these large works, 425,000 *l.*, received the sanction of Government and of Parliament in 1858.

The timber jetty at the light-house, intended for temporary use by the large packets while the permanent piers were in progress of construction, being 550 feet on the south side, 380 on the north, and 62 feet wide; its cost was 20,000 *l.*

The position of this jetty is well suited for the Irish packets, as the course to it lies outside the ships at anchor, under shelter of the great Breakwater, with a sufficient depth of water, but it is quite exposed towards the north, and when the wind is strong from that direction, there is considerable difficulty, delay, and even danger in getting alongside; the jetty being of open timber work, allows the sea to break through. The passengers are exposed on landing to the weather, there being neither roof nor screen wall.

The railway trains having to pass the sharp curve renders necessary the stoppage at the station to make arrangements which ought to have been completed on the pier,

App. No. 1.

At the instance of the Steam Company, an extension berth of 300 feet in length, was made under the shelter of the light-house wall, for berthing the packets in rough weather, but in consequence of the refusal of the Lords of the Admiralty to continue to the Company the use of the Old Mail-packet Jetty for the reserve vessel, the Company have been obliged to keep her in the camber, so as to be available in case of need, consequently the extension has been of no use for the purpose for which it was intended.

See Letter from Admiralty of 5 October 1860.
See Letter from Post Office of 19 December 1860.

It was intimated by letter from the Treasury that fines for over-time would not be inflicted "until the necessary piers, &c., which are to be provided by Government are completed;" and the contract executed 3d January 1859, contains a corresponding provision.

Letter from Treasury, 10 Sept. 1857, No. 21.
See contract, clause 11.

The temporary wooden jetty being ready for use, the commencement of the new service, without penalties, was arranged for by the Treasury with the contractors, and it was accordingly commenced on 1st October 1860, but under protest from the contractors for the land service.

See Treasury Letter of 14 June 1860.
See Letter of 25 June 1860.

The time tables were arranged, allowing 11½ hours between Euston Station and Westland Road, Dublin, which allowed 11 hours from London to Kingstown; 15 minutes for bringing the vessel through Kingstown Harbour to the jetty, landing and loading the mails in the railway vans, and the remaining 15 minutes for the transit from the pier to Dublin. But no specified additional time was allowed the contractors by reason of the inferior pier accommodation.

This pier accommodation is inferior,—

1st. Because it is at a greater distance from the entrance of the harbour.

2d. Because it affords but one side (the south) for the packets to approach, and which, in certain winds, is attended with difficulty, delay, and danger.

3d. It is insufficient in extent, the entire quayage, including both sides, being but 960 feet, instead of nearly 3,000 as laid down in 1857 for the large piers, and the superficial area of quay room being but 3,500 square yards, instead of upwards of 20,000 square yards.

4th. No stores or conveniences provided for coaling the packets.

5th. No refreshments provided for the accommodation of the travelling public, not even a roof to afford protection from the weather.

The arrangements of the contractors, and the skill and activity of their officers were so successful in completing the transfer of mails between the packets and trains at Kingstown, that all has been usually accomplished in about five minutes; the saving in time of 10 minutes thus effected by the contractors, was however, appropriated by the Post Office, and the time tables which originally allowed 11½ hours between London and Dublin, have been altered so as to allow but 11.20. Thus, not only was no specific extra time allowed to the contractors on account of the additional difficulties caused by the non-completion of the intended large piers, but the Post Office having appropriated the 10 minutes gained at Kingstown by the exertions of the contractors, now look for the performance of the contract in a shorter time, with inferior pier accommodation than that originally contemplated with the superior accommodation of the large permanent piers.

Appendix, No. 2.

PAPER delivered in by Mr. *Stewart*, 3 July 1863.

CORRESPONDENCE between the City of Dublin Steam Packet Company and the London and North Western Railway Company. App. No. 2.

City of Dublin Steam Packet Company,
4 April 1862.

Dear Sir,

THE Board of Directors have had under consideration the fact of your Company having commenced on the 1st inst. a new line of day communication from Dublin, and at through rates of fares, much under those charged by the mail line, and the correspondence between yourself and Mr. Watson on the subject has been read, and I am now instructed to say that the proceeding is considered as in direct opposition to the arrangement entered into with us, as well as opposed to the interests of the Post Office service.

I am, &c.
(signed) *P. Howell*,
Secretary.

C. E. Stewart, Esq.,
Euston Station, London.

London and North-Western Railway,
Secretary's Office, Euston Station,
16 April 1862.

Dear Sir,

I HAVE submitted to the Directors your letter of the 4th inst., complaining that this Company afford to the public the means of transit between North Wall, Dublin, and places in England *viâ* Holyhead, on the same terms as the same class of persons are conveyed by your steamers *viâ* Liverpool.

In reply, I am instructed to refer to the letter on this subject, which I addressed to Mr. Watson, under date 2d July 1861, and a copy of which I enclose.

With reference to your observation that the proceeding is considered as in direct opposition to the arrangement entered into with you as well as opposed to the interests of the Post Office service, I would remark that, as respects the mail boats, the interests of all parties are identical, for, as pointed out by Mr. Watson, this Company derive more profit from a passenger carried by the mail boat than if carried *viâ* North Wall. It is possible that a few passengers may pass *viâ* North Wall who might, in the absence of facility, go *viâ* Kingstown, but the same remark would hold good with reference to your route *viâ* Liverpool, and my Directors feel that it never can have been the intention or desire of any department of the Government that the poorer classes should be deprived of reasonable accommodation in order that all may be forced into the mail boats. It is much better that a few of those rich enough to pay the high fare should escape *viâ* North Wall than that this Company and the Government should be open to the charge of depriving the middle and less opulent classes of suitable accommodation at fares reasonable and within their means.

I am to add, that should your Directors, at any time, consider a change in the charge *viâ* Liverpool, desirable, this Company will be willing to entertain the suggestion with a view to its adoption, their desire being to afford to that portion of the public unable to pay express fares, the use of the alternative route *viâ* Holyhead, on the same terms as your Company may be charging *viâ* Liverpool.

I am, &c.
(signed) *C. E. Stewart*,
Secretary.

P. Howell, Esq.,
City of Dublin Steam Packet
Company.

City of Dublin Steam Packet Company,
15, Eden Quay, Dublin,
22 April 1862.

Dear Sir,

I HAVE submitted to the Directors your letter of 16th inst., and am instructed to make the following reply.

My letter of 4th inst. did not complain of your Company having afforded the means of transit between the North Wall, Dublin, and places in England *viâ* Holyhead, on the same terms as the same classes of persons are conveyed by our steamers *viâ* Liverpool, our acquiescence in the arrangements made last year by your Company with this avowed object, may sufficiently show that such an interpretation of my letter was wholly groundless. Until the 1st inst., your North Wall arrangements and ours have been nearly similar; namely, passage across the Channel by night in vessels laden with cargo and cattle, and at the same through rate of fares. Your cargo vessels sailing by night afforded in some respects greater advantages than ours in the means of transit to the less opulent classes, who were not rich enough to pay the high fare exclusively fixed by your Company for the mail lines, and which were raised to the present high scale by yourselves, in the month of October last, without any previous communication with us.

My letter of 4th complained that in addition to your North Wall night line, your Company had on the 1st inst. commenced a new day service, obviously competitive with our mail packets, in consequence of the lower rate of fares; tempting the

App. No. 2.

the public to escape the high rates fixed by yourselves for the mail lines.

Advancing the through fares *viâ* Liverpool, to be followed by a similar advance *viâ* Holyhead, the remedy which your letter points out for the evil we complain of, is as impossible of accomplishment by us, as it is directly opposed to the declared object of your Company, to afford cheap means of transit for the less opulent classes. You know that we have no control whatever over the land portion of these fares, and our present sea-rates (which have been in operation for many years) are fully as high, and even higher, than those charged at neighbouring ports for similar accommodation.

But I am instructed to make another proposal, the adoption of which will effectually meet the objects of all parties, while at the same time the interests of the public will be in many ways promoted.

We propose therefore, that, continuing the present through rates *viâ* Liverpool, and by your night cargo vessels, passengers by the mail packet be allowed to travel by all your trains from Holyhead (except the Irish express mail trains) at the same mileage rates as you now receive from each class respectively, when arriving by your cargo vessels.

We will also agree, that the fares for such traffic in the mail packets should be at the same mileage rates.

This arrangement will not only fully carry into effect the intentions of your Board to provide cheap means of transit for the less opulent class of passengers, but will, in addition, afford to that class the opportunity of travelling by the new mail packets, from which your present arrangements practically exclude them.

I am further desired to urge that the general advance made by your company last October in the rates of fares be discontinued, and that from and after the 1st of next month, the rates be lowered to the scale which had been in force previously.

I am, &c.
(signed) *P. Howell,*
Secretary.

Chas. E. Stewart, Esq.

London and North Western Railway,
Secretary's Office, Euston Station,
29 May 1862.

Dear Sir,

I HAVE submitted to the Directors, your letter of the ; in reply I am instructed to point out that you are in error in supposing that this company complained or intended to complain of the fares charged by your boats between Northwall and Liverpool. I did no more than intimate that the Directors desired to adopt the same fares, *viâ* Holyhead, as your company may from time to time be charging *viâ* Liverpool.

With respect to your suggestion, the effect of which would be that the traffic now accommodated by the cargo boats would be transferred to the mail packets, I am desired to say that having regard to the objects with which the special service has been established at such great cost to the public, and to the importance of maintaining the utmost punctuality practicable, the directors do not consider it expedient to make the changes proposed by you.

I am, &c.
(signed) *C. E. Stewart,*
Secretary.

P. Howell, Esq.
City of Dublin Steam Packet Company.

App. No. 3.

Appendix, No. 3.

LETTER from Messrs. *Stewart* and *Watson* to the Chairman.

London and North Western Railway,
Secretary's Office,
Euston Station, 10 July 1863.

Sir,

BEFORE proceeding to comply with the desire expressed by the Committee on Friday last, that we should submit a proposition in writing for the future performance of the postal and passenger communication between London and Kingstown, under the altered conditions now contemplated by the Government, the Railway Company feel it necessary in order to guard against misapprehension, and the risk of prejudice hereafter, to record that it is in evidence before the Committee:—

That previous to, and at the time of the execution of the contract of January 1859, the Government had agreed with the contractors upon certain works, the plans of which are annexed to the Civil Service Estimates of 31st March 1859, and submitted to Parliament as "approved by the Admiralty and sanctioned by the Treasury."

That the estimated cost of those works was voted by Parliament, and a contract for their construction was entered into by the Government, but cancelled subsequently to the execution of the postal contract.

That the Railway Company attach great importance to the construction of those works, and that, anticipating large and permanent benefits from their completion, they entered into the contract for the postal service on terms which subject them to a heavy annual loss.

The Government, however, having abandoned their intention of constructing the works as agreed upon, the Railway Company are willing as a compromise, and without prejudice, to accept the site of the pier and the accommodation now proposed, on condition that, as between the Railway Company and the Government, it shall be referred to the arbitration of one or more of the following public men, to determine what consideration shall be allowed to the Railway Company in consequence of the abandonment

abandonment of the said piers and works in deep water, viz.:—

The Right Hon. The Earl of Derby.
" Viscount Eversley.
" The Earl of Clarendon.
" Viscount Stratford de Redcliffe.
" The Earl of Harrowby.
" B. Disraeli, M.P.
" J. W. Henley, M.P.
" C. B. Adderley, M.P.
Gathorne Hardy, Esq., M.P.
Seymour Fitzgerald, Esq., M.P.

Subject to the foregoing reference, and to the improvement of the curve round the old harbour, as specified in the Treasury Minute of 31 March 1862, and to the completion of the works and conveniences indicated on the plan submitted to the Committee on the 3d instant, the Railway Company having arranged with their co-contractors upon a division of the time specified in the postal contract, will agree to be solely responsible for the land portion of the service, under a separate system of penalties applicable to the land and sea service; undertaking to perform three journeys daily between the pier at Holyhead and Euston Station, so that the time stipulated in the existing contract shall not exceed 11 hours, and the fourth in the stipulated time, plus 10 minutes, as explained in Mr. Stewart's evidence, in answer to question No. 1538. App. No. 3.

The Steam Packet Company, subject to the completion of the works above referred to, and of a gridiron in the new harbour, fit for the mail packets, will become solely responsible for the sea portion of the service, and for the transfer of the mails and passengers' luggage, at Holyhead, as agreed with the Railway Company.

We have, &c.,
Chas. E. Stewart,
For the London and North Western Railway Company.
Wm. Watson,
For the Dublin Steam Company.

To the Chairman of the Committee on Holyhead Harbour.

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1. *Complaint by the Steam Packet Company and Railway Company in regard to the abandonment of the Piers marked blue on the plan before the Committee.*
2. *Evidence as to the Accommodation to be afforded by these Piers, and in approval thereof.*
3. *Evidence to a contrary purport.*
4. *Cost.*
5. *Conclusion of the Committee in approval of the non-formation of these Piers.*

1. *Complaint by the Steam Packet Company and Railway Company in regard to the abandonment of the Piers marked blue on the plan before the Committee.*

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3. *Evidence to a contrary purport*—continued.

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5. *Conclusion of the Committee in approval of the non-formation of these piers:*

The Committee do not question the decision of Government to abandon the piers marked B. on the map, the expense being very large and their advantage doubtful, *Rep.* iii.

See also *Arbitration. Chester and Holyhead Railway Company. Penalties or Fines. Transatlantic Packets.*

Blyth (*Northumberland*). Rapidity and economy of construction of the timber and rubble-stone pier erected by witness at Blyth, *Abernethy* 2634.

Bond, George Adams. (Analysis of his Evidence.)—Is a Liverpool pilot, 2273——Considers that the present wooden pier at Holyhead is a very dangerous landing-place for the packets in northerly gales, 2274–2285. 2346–2356. 2393——The danger would be lessened but not removed if the pier were made solid and a screen put up, 2286–2289——If the Admiralty jetty were removed and the Camber filled up so that the packets should come to the extension pier, this might be useful in some emergencies, but the great difficulty of swinging or turning round renders this plan inadvisable, 2290–2299. 2322–2324. 2357–2378.

Advantages of the plan of a breakwater from the Platters towards the Stag Rock, so as to cover Carmel Point, 2300–2304. 2316–2336——Objection to the piers marked blue on the plan on account of the course being obstructed by vessels at anchor, whilst it would be impossible at times to keep the way clear, 2305–2315. 2339–2345——Difficulty, under certain circumstances, in bringing vessels alongside the extension pier or Admiralty jetty, as well as in swinging them there, 2318–2331. 2357–2378.

Great delay occasionally in landing at the present wooden jetty, 2332–2334——Locality in which vessels now chiefly lie for shelter; few large vessels which go into the inner harbour, 2337–2345. 2373–2375——Necessity of considerable expense in deepening at the Camber if the packets came to the Extension pier; probability of a subsequent silting up, 2379–2391.

Breach of Contract. See "*Blue*" *Piers*, 1. *Penalties or Fines.*

Breakwater or Pier from the Inner Platters:

1. *Evidence in favour of a Breakwater or Pier, north of the Wooden Jetty, and as a Protection to it.*
2. *Cost of the proposed Breakwater or Pier.*
3. *Form of Construction proposed by Mr. Abernethy.*
4. *Enlarged Pier suggested by Mr. Abernethy.*
5. *Objections to a Breakwater or Pier at the proposed point.*
6. *Conclusion of the Committee on the subject.*

1. *Evidence in favour of a Breakwater or Pier, north of the Wooden Jetty, and as a Protection to it.*

Statement in favour of the construction of a solid stone pier, about 700 feet long, at the locality of the present wooden pier, *Watson* 69–85. 147, 148. 231——The breakwater need not go so far as the Stag Rock, but should shut in Carmel Point, *Watson* 74. 78; *Payne* 1244–1246——Satisfactory accommodation by means of the proposed breakwater or stone pier, in conjunction, that is, with the retention of the present jetty, *Watson* 255–266——There is plenty of depth at the wooden jetty at low water, *ib.* 318.

The

Report, 1863—*continued.*

Breakwater or Pier from the Inner Platters—continued.

1. *Evidence in favour of a Breakwater or Pier, &c.*—continued.

The best course would be to run out a breakwater from the Little Platters towards the Stag Rock, parallel with the jetty, and about 700 feet long, *Triphook* 355-359. 364. 379, 380. 395, 396. 399-403. 415-422. 439——Expediency of the proposed breakwater being at once properly faced, *ib.* 379. 402. 407. 418. 467——Contemplated retention of the present jetty for landing the mails, &c., the breakwater being intended only as a shelter, *ib.* 399-403. 415-422. 467-469.

Satisfactory accommodation if, in addition to the solidifying the present landing pier, Government were to make a breakwater on the northern side sufficiently long to shut out Carmel Point, *Keane* 942-949. 978. 999-1001. 1013-1041. 1062, 1063——The breakwater should run from the Inner Platters, *ib.* 944——Advantage if the proposed breakwater north of the wooden pier were made a landing place, *ib.* 1003-1007.

Protection can best be afforded by running out a breakwater about 400 yards north of the wooden pier, towards the Stag Rock, *Williams* 1075-1081. 1129-1136. 1163, 1164.

The best plan would be to form a breakwater to the north of the pier, sufficient to shut in Carmel Point, *Payne* 1241-1246. 1288-1291. 1308-1318. 1365-1371——Less delay and danger if there were a parallel breakwater north of the jetty, *ib.* 1288-1291. 1314-1318. 1337-1340——Preference given to the present pier with a breakwater as compared with the piers first proposed by Mr. Hawkshaw, *ib.* 1365, 1366——Increased convenience if the proposed breakwater could be made a landing place, *ib.* 1367.

Evidence to the effect that the most efficient means of accommodating the Irish packets is by a breakwater from the Platters to the Stag Rock, as proposed by witness some six years ago, *Skinner* 2179 *et seq.*——Advantages of a plan of a breakwater from the Platters, towards the Stag Rock, so as to cover Carmel Point, *Bond* 2300-2304. 2316. 2336.

The present pier would be sheltered, and much additional accommodation provided if a breakwater were run out from the Platters, so as to shut in Carmel Head, *Abernethy* 2513-2519. 2524-2526. 2529. 2579-2584. 2590——The proposed breakwater from the Platters would render the accommodation adequate for any larger packets likely to be built for a long time to come, *ib.* 2527, 2528. 2542-2548. 2583, 2584——Facility in bringing the railway on to a stone pier from the Platters, *ib.* 2588, 2589——Opinion that it would not be necessary to extend the breakwater as far as the Stag Rock, *ib.* 2590.

Evidence strongly in favour of a pier from the Platters towards the Stone Rock; ample accommodation thereby for the packets, *Evans* 2699 *et seq.*——By the proposed breakwater there would be three times the present facilities for landing, *ib.* 2700. 2733, 2734. 2768——Circumstance of witness having in 1835 reported in favour of a pier to be run out from the Platters, *ib.* 2701——There is, in fact, no part of Holyhead harbour so suitable for a packet pier as the locality of the present wooden pier, *ib.* 2710. 2738.

Further statement as to the proposed breakwater towards the Stag Rock being sufficient for the packets; it would not, however, also meet the requirements of the mercantile trade, *Evans* 2787-2801. 2811-2813——Considerable experience of witness in steam vessels; he was the first person who brought a steamer across the Atlantic, *ib.* 2802-2808——Statement as to witness having in 1839 made certain prognostications as regards the application of the screw to men-of-war, and the advantages thereof; papers on the subject; his predictions have been singularly fulfilled, *ib.* 2815-2818——Expediency of the breakwater from the Platters being constructed as a landing pier, *ib.* 2819——Sufficient depth of water over the Stag Rock so that the pier need not be extended to that point, *ib.* 2820.

The only satisfactory plan is, in fact, that for a breakwater or pier from the Inner Platters, *Keane* 2868.

2. *Cost of the proposed Breakwater or Pier:*

The proposed pier would cost about 50,000 *l.*, or in a very perfect form about 150,000 *l.*, which is only about one-third of the sum originally estimated for the packet accommodation, *Watson* 79, 80. 149. 326-329——Cost of about 50,000 *l.* for a rough breakwater to protect the wooden pier; much larger cost if the breakwater were faced, *Hawkshaw* 506. 511——Considerable expense of a breakwater or landing pier to the Stag Rock, as a protection to the present wooden jetty, *Sulivan* 1758-1764.

Estimate that a breakwater from the Platters consisting of a stone abutment with a wooden pier might be constructed for 50,000 *l.*, or, if made as an occasional landing-place, for 55,000 *l.*, *Abernethy* 2537-2541. 2590-2595——The proposed breakwater, if of stone, would cost about 150,000 *l.*; *ib.* 2540. 2585-2587.

Report, 1863—*continued.*

Breakwater or Pier from the Inner Platters—continued.

3. *Form of Construction proposed by Mr. Abernethy :*

Grounds for the conclusion that the framework of creosoted timber, as proposed by witness, would be of a very durable character, *Abernethy* 2633–2640——Instances of the economy and rapidity of construction of piers or breakwaters formed of creosoted timber and rubble stone, *ib.* 2634–2641——Several instances of piers constructed on witness's plan of a timber framework and rubble stone, *ib.* 2671, 2672.

Approval of the plan of construction proposed by Mr. Abernethy, that is, by means of a framework of creosoted timber, *Evans* 2819.

4. *Enlarged Pier suggested by Mr. Abernethy :*

Instead of the proposed stone pier at a cost of 150,000 *l.*, witness would prefer a pier going further out and enclosing more than double the area; this would probably cost another 100,000 *l.*, *Abernethy* 2643–2651. 2661–2664.

Accomodation, not only for the mail packets but for mercantile vessels, by the larger pier proposed by Mr. Abernethy; this plan would be preferable to the piers marked blue on the map, but is not essential for the packet service, *Evans* 2762–2775. 2785–2795. 2812.

5. *Objections to a Breakwater or Pier at the proposed point :*

Defence doubtless of the temporary pier if a parallel breakwater were thrown out; inexpediency, however, of any large outlay at this site, *Hawkshaw* 552–559. 614–618—— The plan for a breakwater north of the wooden jetty would not be satisfactory to the railway company, as providing only for a particular class of packets instead of being available for general purposes, *Stewart* 1459–1461——If the breakwater were made a landing pier, the cost would be unduly great for the convenience conferred, *ib.* 1460.

Limited advantage of a breakwater to the north of the pier as it would only save the trouble of swinging inside on rare occasions; inexpediency, therefore, of incurring the large expenditure involved in such breakwater, *Sulivan* 1683–1687. 1703–1706—— Necessity of the breakwater going as far as the Stag Rock, in order to prevent the sea coming round the end of the pier, *ib.* 1705. 1761.

Strong disapproval of a breakwater from the Inner Platter to the Stag Rock, on account of the shallow depth of the water and the inadequacy of the accommodation, except for the mail packets, *Priest* 1833–1848. 1919——Means, otherwise than by the proposed breakwater to the Stag Rock, by which in rough weather from the north the passengers and vessels may be sheltered, *ib.* 2008–2014.

6. *Conclusion of the Committee on the Subject :*

Reference by the Committee to the proposal for a breakwater over the Inner Platters, so as to shut out Carmel Point; certain evidence strongly in favour of this plan, *Rep.* iv. ——The Committee, however, do not recommend the formation of this breakwater, *ib.*

See also *Size of Vessels.*

C.

Calver, Edward Kilwick. (Analysis of his Evidence.)—Is Admiralty Surveyor on the eastern coast of England; surveyed Holyhead Harbour in 1857, 2237–2239—— Considers that adequate accommodation may be provided for the packets by doing away with the Camber, and making an extension of the jetty to the end of the Admiralty pier; question hereon as to the depth of the water at this point, 2242–2257. 2263——With regard to the piers marked blue on the plan, it was concluded when they were proposed that they would answer every purpose; there would be a free track to these piers, 2258–2266——Very defective character of the great breakwater; absence of refuge in the new harbour in westerly winds, 2267–2272.

Camber, The. See *Deepening at Admiralty Jetty, &c.* *Extension at Stone Pier, &c.* *Reserve Packet.*

Carmel Point. See *Breakwater or Pier from the Inner Platters.*

Cattle Vessels. Arrangement in regard to the cattle vessels from Dublin not arriving at low water, *Watson* 318–320.

Chester and Holyhead Railway Company. With regard to a former arrangement, by which the Chester and Holyhead Company were to contribute 200,000 *l.* towards the packet pier, this was previously to and altogether apart from the present contract, *Stewart* 1582–1585.

Witness,

Chester and Holyhead Railway Company—continued.

Witness, on the part of the Chester and Holyhead Company, signed the contract for the Irish mail service; he did so distinctly on the faith that the piers sanctioned by the Admiralty and Treasury were to be built, *Hon. W. O. Stanley* 1618, 1619. 1629——The Chester and Holyhead Company, in stipulating for the piers, had in view the accommodation, not only of the Irish packets, but of transatlantic packets and large mercantile vessels, *ib.* 1621–1628——Circumstances under which the Chester and Holyhead Company were absolved by Act of Parliament from a contribution of 200,000 *l.* in aid of a pier in the centre of the harbour, *ib.* 1623, 1624. 1631.

City of Dublin Steam Packet Company. Unwillingness of the Steam Packet Company to abandon the contract, notwithstanding the inadequate accommodation provided; they would not, however submit to the penalties, *Watson* 287, 288. 296–299.

Paper delivered in by Mr. Watson explanatory of the conditions upon which the contract was undertaken, and of the grounds of complaint in regard to the non-provision of the promised accommodation, *App.* 139, 140.

Joint offer by the Steam Packet Company and the Railway Company, in letter dated 10 July 1863, to perform the service under separate penalties for the sea service and land service, if certain conditions be fulfilled, *App.* 142, 143.

See also "*Blue*" *Piers.* *Breakwater or Pier from the Inner Platters.* *Extension at Stone Pier, &c.* *Penalties or Fines.* *Performance of Service.* *Separation of Services.* *Wooden Pier, &c.*

Civil Engineers. Illustrations, not only at Holyhead, but at several other places, of the mistakes committed by civil engineers in designing harbours, *Evans* 2779–2782.

Compensation to Railway Company. See *Arbitration.* "*Blue*" *Piers,* 1. *London and North Western Railway Company.*

Cost of Improvements. See "*Blue*" *Piers,* 4. *Breakwater or Pier from the Inner Platters,* 2. *Deepening at Admiralty Jetty, &c.* *Extension at Stone Pier, &c.,* 5. *Shed or Roof.* *Wooden Pier, &c.,* 5.

D.

Danger. Great danger at present in landing at the wooden jetty when there is a strong wind from the north or north-east, *Watson,* 19, 20——Absence of any real danger from strong north winds if the wooden pier be closely planked, as proposed, and as partly sanctioned, *Hawkshaw,* 848–852. 858——Witness shows that great danger arises to the packets at Holyhead on account of the very imperfect character of the present landing pier, *Williams* 1064–1074. 1150–1153; *Payne* 1234–1237. 1280, 1281. 1354.

Witness concludes, from the absence of accident at the wooden pier for the packets, that the danger cannot be much, *Sulivan* 1639–1644. 1648–1651——According to the evidence of the captains, inconvenience and delay are caused by the present accommodation, but not danger, or very little, *ib.* 1648–1651.

The present wooden pier is a very dangerous landing-place for the packets in northerly gales, *Bond* 2274–2285. 2346–2356. 2393——The danger would be lessened, but not removed, if the pier were made solid, and a screen put up, *ib.* 2286–2289.

See also "*Blue*" *Piers.* *Breakwater or Pier from the Inner Platters.* *Extension at Stone Pier, &c.* "*Munster,*" *The.* *Wooden Pier or Great Eastern Jetty.*

Day Mails. Greater regularity of the day mails than the night mails, *Page* 2399.

Deepening at Admiralty Jetty, &c. If rocks had to be removed, and if the expense of excavation, &c., were 30,000 *l.* instead of 15,000 *l.*, witness would not recommend the proposed alterations at the Admiralty Jetty, &c., *Hawkshaw,* 831. 878.

Great expense of excavating at the Admiralty Jetty, the bottom being rocky, *Keane* 955–957. 973–976——Considerable trouble and expense in deepening or excavating near the Admiralty Jetty, &c., *Williams* 1089–1103. 1161, 1162. *Payne* 1249–1257. 1319–1328.

Soft character of the bottom in the Camber and at the Admiralty Jetty, so that the expense of deepening would not be great, *Priest* 1854–1857. 1867–1872. 2062–2065——Convenience to be afforded by deepening the inner harbour, *ib.* 2076. 2080. 2102–2104.

Necessity of considerable expense in deepening at the Camber, if the packets come to the extension pier; probability of a subsequent silting up, *Bond* 2379–2391——Difficulty in coming to the leeward of the jetty in strong northerly winds, if there were a breakwater to the north of it; advantage in such case of dredging the inner harbour, *Abernethy* 2915–2623——Probability of large and undue expense being necessary in deepening the inside of the harbour, in conjunction with the plan for removing the Admiralty Jetty, and bringing the packets to the extension pier, *ib.* 2665–2667. 2673–2685.

Deepening at Admiralty Jetty, &c.—continued.

Probability of rock being encountered in deepening the water at the Admiralty Pier and the Camber, *Evans* 2722–2733. 2809——Further statement as to the serious obstacle to deepening the inner harbour, on account of the rocks, *Keane* 2861–2865.

Contemplated dredging of a channel 100 feet wide, as well as a berth for a spare packet, *Hawkshaw* 2874——No rock would be encountered in the place proposed to be dredged, *ib.* 2884, 2885.

See also *Extension at Stone Pier, &c.*

Delay in Landing. Delay now experienced in landing at the wooden jetty, when the wind is strong from the north-east; this, however, is not a prevalent wind, *Watson* 99–115. 123–125——Reference to the average time taken in getting alongside the pier, landing the mails and passengers, and starting the train; time contemplated for this in making the contract, *ib.* 239, 240. 242. 304–309.

It happens some twenty times a year that delay arises by reason of strong north winds, *Triphook* 341–347. 378.

No delay of any moment now occurs in landing the mails at the jetty, *Hawkshaw* 755, 756.

Difficulties and delays now occur in consequence of north-east winds and of calms, *Keane* 918–930——Very great delay at present, *ib.* 926–929. 1025——Extensive delays occur about twelve times a year, *ib.* 927–929. 1026——Much greater delay in landing the mails in a north-east gale than a south-east gale, *ib.* 1025.

In strong northerly winds, much delay is experienced by the packets, *Williams* 1085–1088, 1181–1183, 1217–1223; *Payne* 1282–1287; *Bond* 2332–2334——Witness was once forty minutes in getting alongside the jetty, in a heavy gale, *Payne* 1284——Much longer average time in establishing a communication by gangway, and in landing the mails, &c. at Holyhead than at Kingstown, *ib.* 1385-1387. 1395.

Very slight advantage of Kingstown Harbour over Holyhead Harbour, as regards the average time for establishing communication by gangway, and landing the mails; doubt in fact as to any serious delay occurring by reason of the present pier at Holyhead, *Sulivan* 1644–1647. 1652–1675——Information relative to the time occupied at Holyhead and at Kingstown after establishing the communication by gangway, showing that there is only about half a minute in favour of Kingstown, *Priest* 1990–1994. 2121–2123——Instances of great delay at Holyhead before establishing communication by gangway; this might be avoided by going to the extension jetty, *ib.* 1995–1998. 2005–2007.

See also "*Blue*" *Piers.* *Breakwater or Pier from the Inner Platters.* *Swinging at Stone Extension Pier, &c.* *Wooden Pier, or Great Eastern Jetty.*

Departure of Packets. Explanation as to the packets generally starting from the north side of the wooden pier at Holyhead; frequent instances, however, of their starting from the south side, *Watson* 160–170. 221–228.

Down Day Mail. The most regular mail has been the down day mail, *Page* 2399.

Down Night Mail. Extent of lateness of arrival in the case of the down night mail, *Page* 2399.

Statement to the effect that the terms of the contract have been kept in the case of the down night mail, *Watson* 2822.

Draft Reports. Reports proposed respectively, by the chairman, by Mr. Dalglish, and by Colonel French, *Rep.* vii–xi.

Dredging. See *Deepening at Admiralty Jetty, &c.*

Dublin to Kingstown. Reference to certain representations in regard to the morning mail train from Dublin to Kingstown not being allowed to convey passengers, they being obliged to start a quarter of an hour earlier, *Page* 2463. 2471–2475——Proposed condition that passengers may travel by the mail trains between Dublin and Kingstown, *Watson* 3064.

Dublin Steam Packet Company. See *City of Dublin Steam Packet Company.*

E.

Evans, Admiral George. (Analysis of his Evidence.)—Is acquainted with Holyhead Harbour, and the wooden jetty for the packets, 2686–2689——Difficulty and danger in bringing the packets alongside the jetty when there is a gale from the north, 2690–2694——Improvement by driving the piles closer together, and by the erection of a shed; inadequacy, however, of this accommodation, 2695–2698——Evidence strongly in favour of a pier from the Platters towards the Stag Rock; ample accommodation thereby for the packets, 2699 *et seq.*——Circumstance of witness having in 1835 reported in favour of a pier to be run out from the Platters, 2701——Erroneous shape and principle of the great breakwater at Holyhead, 2704. 2780–2782.

Report, 1863—*continued.*

Evans, Admiral George. (Analysis of his Evidence)—*continued.*

Grounds for objecting to the piers marked blue on the plan before the Committee; not only would the accommodation be inconvenient and very expensive, but it would be impracticable to keep a clear track for the packets in rough weather on dark nights, 2705–2715. 2739–2750——Advantage in the packets being still accommodated at the outer harbour, and in the mercantile vessels using the inner harbour, 2718–2721. 2809, 2810——Probability of rock being encountered in deepening the water at the Admiralty pier and the Camber, 2722–2733. 2809——Considerable disadvantages of the plan for an improvement towards the Admiralty jetty and the Camber, as compared with that for a breakwater, towards the Stag Rock, 2733, 2734. 2757–2761. 2776, 2777.

Danger of collision in crossing the Channel with vessels larger than the present packets; adequacy in fact of the proposed accommodation for any future packet service, 2735–2738. 2801——Reference to the question as to the removal of the reserve packet in the Camber to a position where she would be out of the way of the incoming packet, 2751–2756——Accommodation not only for the mail packets, but for mercantile vessels by means of the larger pier proposed by Mr. Abernethy; this plan would be preferable to the piers marked blue on the map, but is not essential for the packet service, 2762–2775. 2785–2795. 2812.

Illustrations not only at Holyhead, but at several other places, of the mistakes committed by civil engineers in designing harbours, 2779–2782——Further statement as to the proposed breakwater towards the Stag Rock being sufficient for the packets; it would not, however, also meet the requirements of the mercantile trade, 2787–2801. 2811–2813——Considerable experience of witness in steam vessels; he was the first person who brought a steamer across the Atlantic, 2802–2808.

Unsuitableness of the inner harbour for mail packets, further adverted to, 2809, 2810——Reference to the expense of the larger breakwater proposed by Mr. Abernethy, 2814——Statement as to witness having in 1839 made certain prognostications as regards the application of the screw to men-of-war, and the advantages thereof; papers on the subject; his predictions have been singularly fulfilled, 2815–2818.

Expediency of the breakwater from the Platters being constructed as a landing pier, 2819——Approval of the plan of construction proposed by Mr. Abernethy, that is, by means of a framework of creosoted timber, *ib.*——Sufficient depth of water over the Stag Rock, so that the pier need not be extended to that point, 2820.

Expenditure. Circumstance of the piers and harbour at Holyhead having already cost about a million and a half, and yet there is no proper landing-place for the Irish mails or passengers, *Watson* 313, 314. 317. 321–324.

Reference to the circumstance of 150,000 *l.* having been voted by Parliament for packet piers when Mr. Rendel was the engineer, whereas none of it has been so expended, *Hawkshaw* 560–563——Probable expenditure of a million and a half before the harbour is completed, independently of the stone packet piers, or of any packet pier, save the temporary wooden one, *ib.* 564–585——Explanations as to the additions from time to time to the original estimate of 808,863 *l.*, *ib.* 598-600.

Expenditure originally of so much money at Holyhead, as having been the best point of departure for Ireland, *Abernethy* 2629–2632.

Statement as to all the outlay at Holyhead, except that by the railway company for mercantile purposes, having been incurred by the Government, *Hawkshaw* 2927-2930.

EXTENSION AT STONE PIER (ALTERATIONS AT ADMIRALTY JETTY AND THE CAMBER):

1. *Increased and adequate Accommodation by the proposed Plan.*
2. *Evidence opposed to the proposed Alterations.*
3. *Approval of the Arrangement as regards the arriving Packets.*
4. *General approval on the part of the Railway and Packet Companies.*
5. *Cost.*
6. *Conclusions of the Committee favourable to the Plan.*

1. *Increased and adequate Accommodation by the Proposed Plan:*

Considerable increase of accommodation by the proposal for removing the old Admiralty jetty, and extending the wharfage so as to allow the packets to come into the Camber; doubt as to any serious obstacles to this plan, *Hawkshaw* 512 *et seq.*——Further evidence as to the increased accommodation to be afforded by giving up the Admiralty jetty to the packets, by elongating the wooden pier, and by providing elsewhere for the reserve packet now lying in the Camber, *ib.* 800 *et seq.*

Report, 1863—*continued.*

EXTENSION AT STONE PIER, &c.—continued.

1. *Increased and adequate Accommodation by the proposed Plan*—continued.

Facility with which the packets could come to the stone pier or extension berth, *Hawkshaw* 800-804. 888-897———Advantage of using the stone pier as facilitating the erection of sheds, refreshment rooms, &c., *ib.* 804, 805. 816. 862-864. 895——Witness is not, however, at present, prepared to recommend the improvements suggested in connexion with the Admiralty jetty, *ib.* 823-826. 831. 838. 870, 871. 876-878——Belief as to the satisfaction to be given to the Packet Company if the Admiralty jetty were entirely given up to them, and the present jetty improved as proposed, *ib.* 826-840. 893, 894——Restrictions under which the Packet Company now bring the packets into the Camber, and make use of the extension berth, *ib.* 833-835. 864. 893.

Approval of the removal of the Admiralty jetty, and of deepening the water, as the best means of affording additional accommodation to the packets, if it be considered necessary, *Sulivan* 1731-1752. 1765-1767——Convenience at times in the packets being able to come to the extension berth, if the Admiralty jetty were removed; absence of any increased risk, *ib.* 1731-1746. 1765-1767.

In heavy winds from the north the packets might go on to the extension jetty, without any material difficulty or delay; this would rarely be necessary, *Priest* 1790, 1791. 1795-1808. 1873. 1875. 1908, 1909. 2014——Belief as to the captains of the packets being under order to come alongside the Great Eastern jetty, so that they do not come to the sheltered extension pier or the Camber; statement hereon to witness as to the inaccuracy of this conclusion, *ib.* 1809-1828. 1950-1954——Witness further approves of the Admiralty jetty being removed and the harbour deepened, but would infinitely prefer the adoption of the plan for the two stone piers, marked blue, *ib.* 1849-1873. 1934-1936. 1963-1969——Occasional difficulty at present in strong northerly winds further adverted to as a matter which may be obviated without risk by running the packets on to the extension pier, *ib.* 2066-2075. 2081-2083.

Witness considers that adequate accommodation may be provided for the packets by doing away with the Camber and making an extension of the jetty to the end of the Admiralty pier; question hereon as to the depth of water at this point, *Calver* 2242-2257. 2263.

Recent discussion between Mr. Stewart, Mr. Watson, and witness, resulting in the preparation by the latter of a plan for accommodating the passengers and mails by certain alterations at the Admiralty jetty, *Hawkshaw* 2874——Adequacy of the alterations now proposed at the Admiralty jetty, &c., for the purposes of the present contract, and for the future accommodation of mail packets of a size not larger than those now in use, *ib.* 2938. 2942-2945.

2. *Evidence opposed to the proposed Alterations:*

Objections to the proposal for removing the Admiralty jetty, and making other arrangements with a view to the packets coming into the Camber on the extension berth, *Keane* 950-977. 1007-1013. 1042-1061——Probability of a considerable expense of deepening the water at the Admiralty jetty and in the Camber, *Keane* 955-957. 973-976. 2861-2865; *Williams* 1089-1103. 1161, 1162; *Payne* 1249-1257. 1319-1328; *Bond* 2379-2381; *Abernethy* 2665-2667. 2673-2685; *Evans* 2722-2733. 2809——Illustration of the inadequacy of the protection inside the old Admiralty pier, *Keane* 1007——Shallow depth of water in the Camber, *Williams* 1091-1094; *Payne* 1255-1257.

Important objections to the plan for deepening the water where the Admiralty jetty and the Camber are situated, and for bringing the packets to the stone extension pier, *Williams* 1089-1117. 1137-1149. 1161, 1162——Difficulty of access at times to the stone pier, *ib.* 1116, 1117. 1143-1149.

Objections to the plan for deepening the water at the Admiralty jetty and the Camber, and for bringing the packets to the stone pier or extension berth, *Payne* 1247-1263. 1279. 1292 *et seq.*——Difficulty anticipated in bringing the packets to the extension berth in dark nights, *ib.* 1293. 1341-1362.

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2. *Evidence opposed to the proposed alteration*—continued.

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6. *Conclusions of the Committee favourable to the Plan*—continued.

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Watson, William. (Analysis of his Evidence)—*continued.*

by the packet company for the performance of the sea service, under certain conditions, in four hours and a half, it being an arrangement that a separate proposition will be made for the land service, the whole time to London being 11 hours and 35 minutes; details in explanation thereof, 3063 *et seq.*——It is contemplated that penalties are to be charged, 3064.

Advantage if a shed were made at the Great Eastern or wooden jetty for the shelter of departing passengers; willingness of the packet company to make this a condition in their proposal, 3066-3081. 3135-3148——Explanation as to the company stipulating for a gridiron at Holyhead, 3082-3087. 3112-3114. 3129-3131——Greater importance of the passengers being under shelter when disembarking than when embarking, 3090, 3091. 3135-3148.

Statement showing that, deducting the time for embarking and disembarking, &c., about four hours clear would be left for the actual sea passage, 3092-3110——Fairness of the proposed arrangement, the five minutes beyond the present contract time of 11 hours and 30 minutes, being an equivalent for the increased sea distance through the, "blue" pier not being provided, 3111. 3115-3126. 3172-3175——Understanding as to the willingness of the railway company to join in the foregoing proposal, and to do the land service in six hours and fifty minutes; it is not, however, at present a joint proposal, 3115-3122. 3132. 3134. 3176, 3177.

Further consideration of the proposal that four hours and thirty minutes be allowed for each passage, including the landing, &c. if penalties are to be enforced; the maximum time for the passage should be four hours and five minutes, twenty-five minutes being allowed for the transfer, &c. at each side, 3123-3126. 3149-3170. 3172-3175——Large accommodation to be given to the railway company if the "blue" piers were executed, 3127, 3128—— Exceptions to be allowed for causes beyond control, if penalties are to be applied to the sea service, 3165-3168——Absence of inconvenience in lengthening to 300 feet the shed proposed by Mr. Hawkshaw, 3171.

Williams, Captain John. (Analysis of his Evidence.)—Shows that great danger arises to the packets at Holyhead, on account of the very imperfect character of the present landing pier, 1064-1074. 1150-1153——Considers that protection can but be afforded by running out a breakwater about 400 yards north of the wooden pier, towards the Stag Rock, 1075-1081. 1129- 1136. 1163, 1164——It would be an improvement if the pier were solidified, but safety or expedition would not be properly secured, 1082-1084. 1184-1193——In strong northerly winds much delay is experienced by the packets, 1085-1088. 1181-1183. 1217-1223.

Important objections to the plan for deepening the water where the Admiralty jetty and the Camber are situated, and for bringing the packets to the stone extension pier, 1089-1117. 1137-1149. 1161, 1162——Considerable trouble in swinging the packets at the stone pier, or in backing them round, 1104-1115. 1138-1142. 1154-1157—— Difficulty of access at times to the stone pier 1116, 1117. 1143-1149.

Disapproval of the stone piers first proposed by Mr. Hawkshaw, the access to them being constantly impeded by vessels at anchor, and sufficient protection not being afforded against the north wind, 1118-1128. 1158-1160——Adequacy of the proposed breakwater towards the Stag Rock, as a protection to vessels much larger than the present packets, 1131-1133——Doubt as to any great increase within the next ten years in the size and speed of the packets, 1165-1167.

Practice at present as to the side of the jetty at which the packets bring up, and as to the swinging or backing round of the vessels before starting, 1168-1179. 1194-1231—— Diminution of delay if the wooden pier were solid, and if there were a screen upon the top as a protection against the wind, 1181-1193——Greater delay in swinging at the stone pier than at the wooden jetty; average of about twenty minutes in swinging in ordinary weather at the latter, 1209-1216. 1227-1231.

Wooden Pier, or Great Eastern Jetty:

1. *Generally as to the inadequacy of the present Accommodation.*
2. *Exceptions taken to the foregoing Evidence.*
3. *Improvement if the Pier were solidified: its inadequacy nevertheless.*
4. *Conclusions as to the adequacy of the Accommodation if the Pier be made solid, &c.*
5. *Cost of the Improvements.*
6. *Suitable character of the present Site.*
7. *Condemnation by the Committee of the present Accommodation.*

1. *Generally as to the inadequacy of the present Accommodation:*

Provision merely of a temporary wooden jetty, which is very unsafe and insufficient in certain weathers, *Watson* 15-20—— Non-construction of the present pier until after the signing of the contract in January 1859, it being only a temporary arrangement, *ib.* 89-98

Improved

Wooden Pier, or Great Eastern Jetty—continued.

1. *Generally as to the Inadequacy of the present Accommodation*—continued

——Improved shelter is required only for the extraordinary occasions when there is a violent north wind, *Watson* 171.

The landing of the mails and passengers at the present jetty at Holyhead is attended with considerable danger and delay when the wind is strong from the north, north-east, or north-west, *Triphook*, 333–348, 378; *Evans* 2690–2694——Decided improvement of the jetty since the piling has been put nearer together, *Triphook* 404–406.

There is great danger and delay in swinging the packets alongside the wooden pier at Holyhead, in a north-east wind, &c., *Keane* 918–929. 1025–1029——The packets usually arrive at and start from the south side of the pier, *Williams* 1197–1202——Understanding that the wooden jetty was to be provided merely as a temporary arrangement, *Stewart*, 1432, 1433. 1447, 1448, 1481–1484——The wooden jetty might be allowed to remain, under a plan for altering the Admiralty jetty, &c., *ib.* 1479, 1480. 1567–1569——Entire inadequacy of the wooden pier for the purposes of the railway company, although it may, with certain alterations, answer the wants of the packet Company, *ib.* 1554–1556, 1580, 1581.

There is great difficulty and delay in landing whenever there is a strong wind from the north, *Lord Bessborough*, 2492. 2493. 2497–2500; *Abernethy*, 2507–2512——Reference to the stone obstruction now in the way of vessels coming to the north side of the eastern pier or wooden jetty; means of obviating this difficulty, *Abernethy*, 2652–2660——The accommodation at Holyhead is still very wretched, *Watson* 2834.

2. *Exceptions taken to the foregoing Evidence:*

Witness considers that the present landing place is sufficient for present wants, and that, beyond certain contemplated improvements, any large outlay upon it is undesirable, *Hawkshaw* 477–485. 681–692. 791, 792——Witness first projected the wooden jetty on being informed by Government that packet accommodation would be required in about twelve months, *ib.* 780, 781——With regard to the undertaking by Government to provide the necessary appliances, &c., for the landing of the mails, the wooden pier was erected in consequence of this undertaking, but the packet company and railway company have refused to consider this sufficient, *ib.* 883–887. 908–910.

Rare occasions upon which the packets are obliged to depart from the south side of the pier on account of strong winds or seas from the northward, *Sullivan* 1676–1680. 1684——Objection to any new pier or breakwater being constructed out of the public money, inasmuch as the present one affords adequate accommodation for the packets, *ib.* 1695–1706——Slight importance attached to the vessels coming in upon the weather side of the pier, *ib.* 1753–1758.

Witness considers that the wooden pier is now safe for the packets, and that all it requires is a screen at the top, as a protection against the wind, *Priest* 1769–1794. 1876, 1877. 2076, 2077——The pier has recently been "solidified," that is, it has been made firmer by more piles having been driven, *ib.* 1776–1783——Save in very rough weather from the north, the packets should still arrive at the Great Eastern Jetty, instead of coming on to the stone Extension Pier, *ib.* 1873–1877. 1910——Further statement to the effect that the present wooden pier (with a screen), together with the Extension Pier, presents sufficient accommodation for the mail service, *ib.* 1920–1924. 1937–1940. 2087.

Opinion that a certain provincial arrangement in regard to the "extension of the railway to a floating pier," has been carried out, *Page* 2452–2459——Facility of replacing the timber piles as they become rotten, so that the wooden pier may be rendered very durable, *Hawkshaw* 2613. 2916–2918——Opinion as to the sufficiency of the present accommodation for mere postal purposes, *ib.* 2931–2933——Objections to a proposal for replacing the present wooden pier, by a permanent stone pier, on the same site on which sheds, &c. might be erected, *ib.* 2939–2943.

3. *Improvement if the Pier were solidified; its Inadequacy nevertheless:*

Negotiation with the Treasury in November 1859, which ended in an understanding that the wooden pier should be made solid, so as to prevent the wind passing through, and should be roofed over; this, however has not been done, *Watson* 23–32——Inadequate alteration made in lieu of solidifying the pier, *ib.* 33. 107, 108——Very insufficient accommodation, except that it would be safe, if the wooden pier were solidified, and a screen wall and roof were put up; doubt, moreover, whether it would then stand the force of the sea, *ib.* 34–41. 116–122. 152–155. 177–186——Further statement as to the insufficiency of certain arrangements in connexion with an improvement of the wooden pier, although, probably, safety might be secured, *ib.* 177–186. 246–250. 255–286.

The solidifying of the jetty, and the erection of a screen, would give a better protection, although still very inadequate and inconvenient, *Triphook* 349–354. 360–363. 390–398. 407, 408. 423, 424——Apprehension lest the jetty, if solidified, might be washed away, or carried away by vessels breaking adrift upon it, *ib.* 407——The solidification of the pier would, doubtless, be an improvement, but a very inadequate one,

Report, 1863—*continued.*

Wooden Pier, or Great Eastern Jetty—continued.

3. *Improvement if the Pier were solidified, &c.*—continued.

Keane 931, 932. 942——It would be an improvement if the pier were solidified, but safety or expedition would not be properly secured, *Williams* 1082-1084. 1184-1193.

It would be some improvement if the pier were solidified, and a screen placed at the top of it, *Williams* 1181-1183; *Payne* 1238-1240. 1368-1376——A solidification of the pier would be an improvement, but the accommodation would still be insufficient, *Abernethy* 2520-2523. 2617, 2618——Improvement by driving the piles closer together, and by the erection of a shed; inadequacy however of this accommodation, *Evans* 2695-2698.

4. *Conclusions as to the Adequacy of the Accommodation if the Pier be made Solid, &c.:*

Witness considers that the wooden landing pier for the mail packets will be rendered perfectly safe and convenient by planking the centre piling, and by placing a screen above, *Hawkshaw* 477-485. 498. 510——The actual solidification of the pier was never proposed or contemplated by witness, *ib.* 481, 482. 601-613——Statement that witness has carried out all orders from Government respecting the wooden pier, except the roofing, *ib.* 601-613. 689, 690.

Further explanation of the measures proposed by witness to Government in order to improve the wooden pier, and render the accommodation adequate, *Hawkshaw* 681-692 ——In proposing to plank the jetty in the centre, witness does not apprehend any material danger to the planking from the force of the sea, *ib.* 713-718——Expediency of the close planking, independently of the question of sheds, *ib.* 853, 854.

Effect of solidifying the present pier to make it perfectly safe and convenient inside, *Sulivan* 1681, 1682——The pier may be greatly improved by some further resistance to the force of the sea through the piles, and by a screen against the wind, *ib.* 1643. 1654 ——Objection to a complete solidification of the pier, although the apertures may be further closed with much advantage, *ib.* 1718-1720——Disapproval of strengthening the wooden jetty by throwing in stone under it, *Hawkshaw* 2913-2916.

5. *Cost of the several Improvements*:

Total of 32,500*l.* as the estimated cost of the several improvements suggested by witness in connexion with the present wooden pier; several of these suggestions not yet carried out, *Hawkshaw* 693-705. 719-722——Probability of creosoted woodwork at the jetty lasting for fifteen or twenty years, *ib.* 795-799.

6. *Suitable character of the present Site:*

There is no part of Holyhead Harbour so well suited for the packets as the locality of the present pier, *Watson* 84, 85——Approval of the position of the temporary pier as the best adapted for the packets if their size and number were not to be increased, *Hawkshaw* 494-496.

7. *Condemnation by the Committee of the present Accommodation:*

Conclusion of the Committee as to the insufficiency of the accommodation afforded by the wooden jetty, and as to the difficulty, delay, and inconvenience now experienced, *Rep.* p. iii.

See also *Breakwater or Pier from the Inner Platters. Danger. Delay in Landing. Passengers. Size of Vessels.*

REPORT

FROM THE

SELECT COMMITTEE

ON THE

KITCHEN AND REFRESHMENT ROOMS (HOUSE OF COMMONS);

WITH THE

PROCEEDINGS OF THE COMMITTEE,

AND

AN APPENDIX.

Ordered, by The House of Commons, *to be Printed,*
24 *April* 1863.

215.

Lunæ, 9° *die Februarii*, 1863.

Ordered, That a Standing Committee be appointed to control the Arrangements of the Kitchen and Refreshment Rooms, in the Department of the Serjeant-at-Arms attending this House.

Committee nominated of—

Colonel French.	Mr. Dalglish.
Mr. William Cubitt.	Colonel White.
Mr. George W. P. Bentinck.	Mr. Onslow.
Lord Robert Montagu.	

Ordered, That Three be the Quorum of the Committee.

Jovis, 23° *die Aprilis*, 1863.

Ordered, That the Committee have power to report their Observations to The House.

REPORT - - - - - - - - - - - - - p. 3

PROCEEDINGS OF THE COMMITTEE - - - - - p. 8

APPENDIX - - - - - - - - - - - - p. 14

REPORT.

THE SELECT COMMITTEE appointed to Control the Arrangements of the KITCHEN and REFRESHMENT ROOMS, in the Department of the Serjeant-at-Arms attending The House;——HAVE agreed to the following REPORT:

THAT they have received several complaints from Members respecting the inefficiency of the arrangements for dining in the House of Commons.

The difficulties attending the situation of Keeper of the Refreshment Rooms make it almost impossible to procure a thoroughly satisfactory administration. Prior to the appointment of Mr. Steers, the present keeper of the Refreshment Rooms, that situation was offered to several of the principal Hotel-keepers and Restaurateurs in London, all of whom declined to undertake it. The House is aware that the business is confined to the duration of the Session, and that no dinners are wanted on Wednesdays, Saturdays, and Sundays.

The following letter from Mr. Steers will explain some of the difficulties he has had to encounter:

"To The Chairman of Committee of Refreshment Rooms.

"Sir,

"FOR the information of the Gentlemen of the Committee, I respectfully beg to submit for their consideration the following remarks:

"The Dining Rooms of the House cannot be compared to any establishment of the kind in London. I allude more particularly to the Clubs, on which model I had the honour of first introducing the manner of serving dinners in the Dining Room of the House. It has always been the wish of the Committee, constantly expressed to Members, that for their own comfort and better regulation of the Dining Room, they should order their dinners a short time before required, but that has been found quite impracticable, as Members themselves cannot tell when they may have the opportunity of dining. In consequence of this uncertainty, and at the end of an important speech or debate, every Member who wishes to dine immediately proceeds to the Dining Rooms, and hence arises great confusion; and I consider that no reasonable amount of servants will be able to supply the immediate wants of Members on such occasions; but even these are only occasional instances; and it has frequently happened, that treble the number of a small day's business have dined with much greater facility and comfort, when Members have come in at regular intervals, than when the smaller number have come in suddenly, and all at the same moment. It is the number at once that makes the confusion—no notice, no intimation, but everything is expected to be ready then and there, even though nothing has been doing in the room for an hour previously. During the 10 years I have held my appointment, I have never once been short of supply, and many Members during last Session were witnesses to my plentiful supply of preparing for 150 or more, and only 10 or 12 dining. Even these most unprofitable disappointments I can meet, and do not require them to be thought of; but the only consideration which I hope to obtain is that

Members generally will endeavour to lessen that confusion which is only caused by so many wishing to dine at one and the same time.

"Sir, I have the honour to remain,
"Your most obedient Servant,
"*David Steers*,
"Manager of the Kitchen and Refreshment Rooms,
House of Commons."

TABLE showing the Number of Dinners served on each day during the Session of 1862.

DATE.		Number of Dinners.	REMARKS.
1862:			
February 6	Thursday	31	
„ 7	Friday -	12	
„ 10	Monday -	17	
„ 11	Tuesday -	38	
„ 13	Thursday	58	
„ 14	Friday -	88	
„ 17	Monday -	55	*Supplementary Estimates, Parochial Assessments, &c.; up at 8.43.* Prepared for 150.
„ 18	Tuesday -	39	
„ 20	Thursday	38	As above; up at 7.30.—(*Up at 8.30.*)
„ 21	Friday -	76	
„ 24	Monday -	53	
„ 25	Tuesday -	67	
„ 27	Thursday	52	
„ 28	Friday -	46	*Up at 8.45.* Prepared largely.
March - 3	Monday -	78	
„ 4	Tuesday -	70	
„ 6	Thursday	74	
„ 7	Friday -	77	
„ 10	Monday -	52	*Up at 8.15*; expected to be busy; prepared accordingly.
„ 11	Tuesday -	90	
„ 13	Thursday	55	
„ 14	Friday -	100	
„ 17	Monday -	66	
„ 18	Tuesday -	66	
„ 21	Friday -	38	Up early; *9 o'clock.*
„ 24	Monday -	96	
„ 25	Tuesday -	100	
„ 27	Thursday	103	
„ 28	Friday -	22	Prepared largely; up at six o'clock.
„ 31	Monday -	100	
April - 1	Tuesday -	106	
„ - 3	Thursday	120	
„ - 4	Friday -	110	
„ - 7	Monday -	71	
„ - 8	Tuesday -	30	Well prepared; up at 5.30.
„ - 10	Thursday	62	
„ - 11	Friday -	56	
(Easter.)			
„ - 28	Monday -	28	
„ - 29	Tuesday -	44	
May - 1	Thursday	21	Prepared largely; up at 12, *midnight.*
„ - 2	Friday -	70	
„ - 5	Monday -	100	
„ - 6	Tuesday -	103	
„ - 8	Thursday	115	
1862:			
May - 9	Friday -	77	
„ - 12	Monday -	105	
„ - 13	Tuesday -	87	
„ - 15	Thursday	97	
„ - 16	Friday -	74	
„ - 19	Monday -	79	
„ - 20	Tuesday -	35	
„ - 22	Thursday	66	
„ - 23	Friday -	70	
„ - 26	Monday -	75	
„ - 27	Tuesday -	93	
„ - 29	Thursday	73	
„ - 30	Friday -	48	
June - 2	Monday -	55	
„ - 3	Tuesday -	139	
„ - 5	Thursday	50	
(Whitsunday.)			
„ - 12	Thursday	40	
„ - 13	Friday -	72	
„ - 16	Monday -	75	
„ - 17	Tuesday -	26	Well provided; count at 6.—(*Count at 8.30.*)
„ - 19	Thursday	82	
„ - 20	Friday -	48	
„ - 23	Monday -	90	
„ - 24	Tuesday -	54	
„ - 26	Thursday	30	Prepared well; up early; *8 o'clock.*
„ - 27	Friday -	56	
„ - 30	Monday -	72	
July - 1	Tuesday -	16	As above; up at 6 count; *no House at 6.*
„ - 3	Thursday	92	
„ - 4	Friday -	31	Again up early, *2.45 A.M.*
„ - 7	Monday -	97	
„ - 8	Tuesday -	55	
„ - 10	Thursday	73	
„ - 11	Friday -	48	
„ - 14	Monday -	62	
„ - 15	Tuesday -	30	
„ - 17	Thursday	41	
„ - 18	Friday -	86	
„ - 21	Monday -	37	
„ - 23	Wednesd.	33	
„ - 24	Thursday	52	
„ - 25	Friday -	38	
„ - 28	Monday	66	
„ - 29	Tuesday -	19	
„ - 30	Wednesd.	18	
August 1	Friday -	60	
„ 4	Monday -	8	

The words and figures in *Italics* have been added by the Committee.

SUMMARY of the accompanying TABLE.

	Dinners.	Days.	Average per Diem.
February - - - -	678	14	48·428
March - - - -	1,187	16	74·187
April - - - -	737	10	73·7
May - - - -	1,388	18	77·112
June - - - -	889	14	63·5
July - - - -	894	18	49·667
August - - - -	68	2	34·
TOTAL - - -	5,841	92	63·489

Plate, linen, glass, china, candles, coals, &c., and all kitchen utensils, &c., are provided, and an allowance of 300 *l.* per annum is made to the keeper of the Refreshment Rooms to provide waiters and other servants, and to pay for washing, &c.

The following Table has been put in by Mr. Steers to show the amount of wages paid by him weekly, during the Session of 1862.

1862: Week ending—	£.	s.	d.	1862: Week ending—	£.	s.	d.
February 8 - -	5	12	6	May 24 - -	14	9	–
„ 15 - -	11	1	–	„ 31 - -	14	14	–
„ 22 - -	12	6	–	June 7 - -	13	17	–
„ 29 - -	11	16	–	„ 14 - -	12	8	6
March 8 - -	11	16	–	„ 21 - -	14	14	6
„ 15 - -	11	16	–	„ 28 - -	14	10	6
22 - -	11	16	–	July 5 - -	14	2	–
„ 29 - -	12	5	6	„ 12 - -	13	16	–
April 5 - -	13	4	6	„ 19 - -	13	12	–
„ 12 - -	13	13	6	„ 26 - -	13	6	6
May 3 - -	12	10	–	August 2 - -	8	6	6
„ 10 - -	12	11	6	„ 9 - -	2	5	6
„ 17 - -	12	13	6	£.	303	4	–

The above list does not include two servants for the tea-room, two kitchen maids, two other servants for cleaning up, &c., who are engaged by the year.

The Committee are of opinion, that the cooking and serving up dinners is not so good as it ought to be, and that the wines and spirits provided are not satisfactory.

Upon these points they have passed the following Resolutions:—

"It is the opinion of this Committee, that the state of the Kitchen and Refreshment Department is unsatisfactory, and ought to be amended."

"That unless the Committee should be of opinion, in the month of July next, that the well founded causes of complaint against the present mode of management have been removed, it will be their duty to recommend that the present keeper of the Refreshment Rooms be superseded."

"That the present arrangement under which the wines and spirits are provided by the manager of the kitchen be discontinued, and that three or more cellars be provided, each of these cellars to be placed at the disposal of different

wine merchants to be named by the Committee, who will each be paid weekly for the wine consumed."

The names of the following wine merchants were handed in by Members of the Committee, in compliance with this Resolution :—

John Green & Co., 51, Pall Mall.
George Tanquaray & Co., 5, Pall Mall East.
Tod Heatley, 11, John-street, Adelphi.
Standring, Brothers, & Turner, 152, Minories.
Cockburn & Campbell, 151, Piccadilly.

Of whom the following were selected by lot :—

Green.
Tod Heatley.
Standring, Brothers, & Turner.

The rooms do not admit of sufficient space for sideboards or dumb-waiters, consequently much confusion and delay is caused in the attendance on Members when dining. The Committee are of opinion that this inconvenience can only be obviated by increasing the width of the rooms. They have considered by what means this object can be obtained, and have come to the conclusion that the only satisfactory remedy consists in increasing the width of the rooms on the west side. This plan, besides enlarging the dining-rooms, would give increased kitchen and larder accommodation, which is much wanted.

They thereupon passed the following Resolution :—

"It is the opinion of this Committee, that one of the inconveniences in the present system arises from the narrowness of the dining-rooms, and that it appears that the inconvenience might be obviated at a moderate cost; and that the First Commissioner of Works be communicated with to ask whether he would allow a plan and estimate to be prepared according to such suggestion."

Lord R. Montagu, in the Chair, wrote a letter to the First Commissioner of Works, to which the following answer has been received :

"Dear Lord Robert, "17 March 1863.

"I HAVE referred the subject of your letter to Mr. E. Barry, and have asked him to estimate the cost of the proposed alteration. When I receive his report, I will forward it to you.

"Truly yours,
"*W. Cowper.*"

The following letter contains Mr. Barry's Report and Plan :

"Sir, "1, Old Palace Yard, 24 March 1863.

"I HAVE to acknowledge your letter of the 13th inst., requesting me to furnish the First Commissioner with an estimate of the cost of widening the Dining Room and Kitchen by pulling down the inner wall, and rebuilding it in the courtyard.

"In reply, I beg to inform you that I have attended two meetings of the Kitchen Committee to learn their views on the subject, and have also had the advantage of discussing with Mr. Cubitt the suggestion he has made for the proposed alteration.

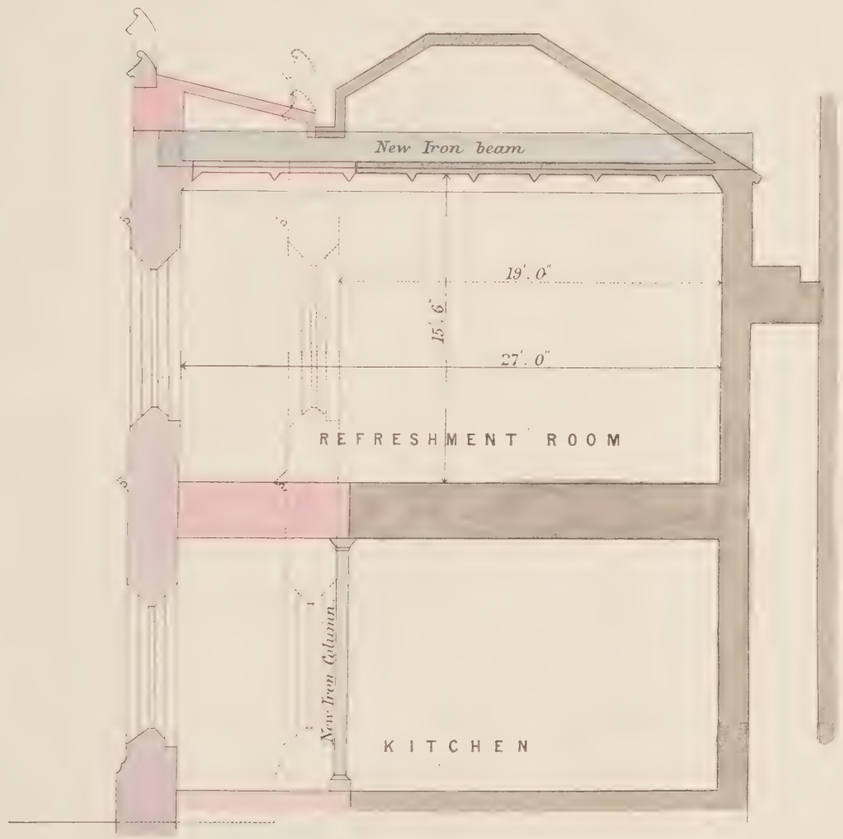
"I now beg to enclose a tracing for the information of the First Commissioner. The Section marked A. shows the arrangement suggested by Mr. Cubitt, but although this would give to the Refreshment Rooms the increased floor space required, I am unable to recommend it for adoption, as it would, in my opinion, injuriously affect the light and ventilation of the rooms, and would also injure their appearance by causing them to seem lower than at present in consequence of their increased width. The cost of carrying out Mr. Cubitt's suggestion I estimate at 4,300*l.*

"If it be determined to increase the width of the rooms, I strongly recommend that advantage be taken of the occasion to raise the ceiling, and thus add to the light

NEW PALACE AT WESTMINSTER.

COMMONS REFRESHMENT ROOMS — PROPOSED ENLARGEMENT.

Tracing accompanying
Mr. Barry's letter of 24 March, 1863.



SECTION A.

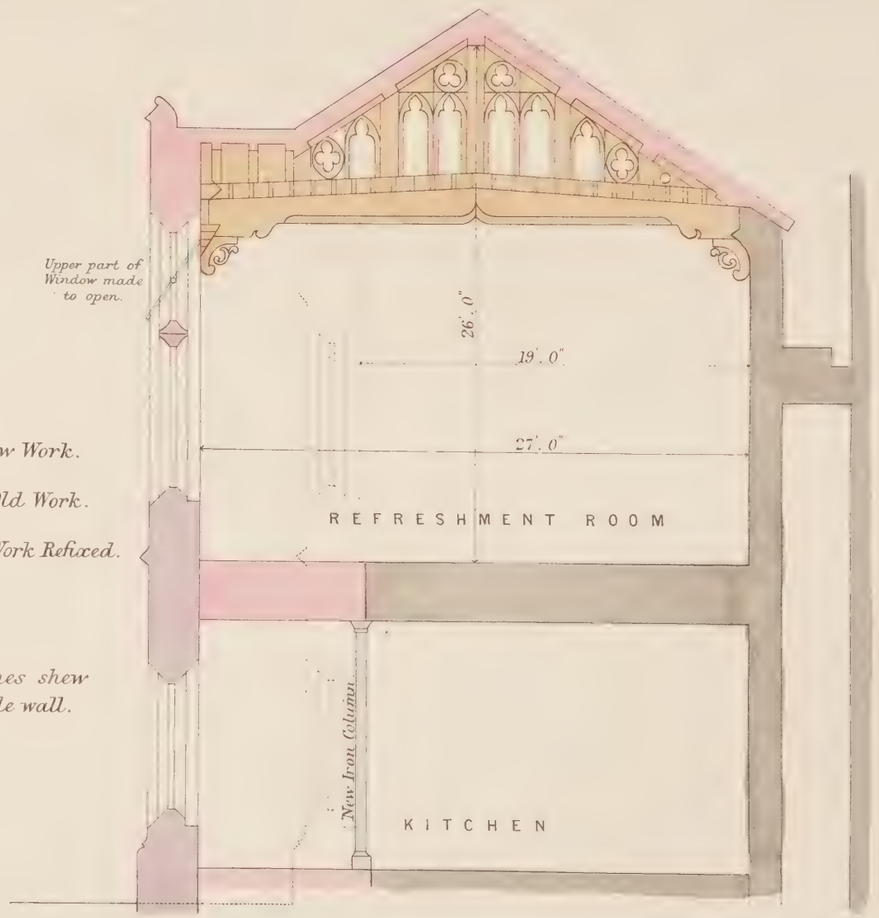
According to Mr. Cubitt's suggestion.

Red tint shews New Work.

Indian ink shews Old Work.

Purple shews Old Work Refixed.

N.B. The dotted lines shew present position of side wall.



SECTION B.

According to Mr. Barry's recommendation.

SCALE OF FEET.

0 5 10 20 30 40 50

Edward M. Barry

Westminster,
24 March, 1863.

light and ventilation. I beg to suggest, as a means to effect this object, that an open roof be substituted for the present flat ceiling, and that the windows be carried up into the roof as dormer windows, and made to open as shown by Section B.

"The rooms would, I believe, be very greatly improved by such an arrangement, the cost of which I estimate at 4,650 *l.*, or 350 *l.* more than that shown on Section A.

"The works necessary to carry out the above suggestions could be completed before the next Session of Parliament, provided they are ordered to be commenced within the next two months. It would not be necessary to disturb any portion of the present building until after the close of the present Session.

"I am, &c.

"A. Austin, Esq." (signed) "*Edward M. Barry.*

PROCEEDINGS OF THE COMMITTEE.

Mercurii, 11° *die Februarii*, 1863.

MEMBERS PRESENT:

Colonel French.	Mr. William Cubitt.
Lord Robert Montagu.	Colonel White.
Mr. Dalglish.	

Colonel *French* called to the Chair.

The Committee deliberated.

A statement was handed in from Mr. Steers of the number of Members who had dined on each day during last Session, and also of the amount paid by him for wages to waiters, &c., during the same period, together with a letter to explain the difficulties of the situation.

"To the Chairman of Committee of Refreshment Rooms.

"Sir,

"For the information of the gentlemen of the Committee, I respectfully beg to submit for their consideration the following remarks:—

"The Dining Rooms of the House cannot be compared to any establishment of the kind in London. I allude more particularly to the Clubs, on which model I had the honour of first introducing the manner of serving dinners in the Dining Room of the House. It has always been the wish of the Committee, constantly expressed to Members, that for their own comfort and better regulation of the Dining Room, they should order their dinners a short time before required, but that has been found quite impracticable, as Members themselves cannot tell when they may have the opportunity of dining. In consequence of this uncertainty, and at the end of an important speech or debate, every Member who wishes to dine immediately proceeds to the Dining Rooms, and hence arises great confusion; and I consider that no reasonable amount of servants will be able to supply the immediate wants of Members on such occasions; but even these are only occasional instances; and it has frequently happened, that treble the number of a small day's business have dined with much greater facility and comfort, when Members have come in at regular intervals, than when the smaller number have come in suddenly, and all at the same moment. It is the number at once that makes the confusion—no notice, no intimation, but everything is expected to be ready then and there, even though nothing has been doing in the room for an hour previously. During the 10 years I have held my appointment, I have never once been short of supply, and many Members during last Session were witnesses to my plentiful supply of preparing for 150 or more, and only 10 or 12 dining. Even these most unprofitable disappointments I can meet, and do not require them to be thought of; but the only consideration which I hope to obtain is that Members generally will endeavour to lessen that confusion which is only caused by so many wishing to dine at one and the same time.

"Sir, I have the honour to remain,
"Your most obedient servant,
"*David Steers*,
"Manager of the Kitchen and Refreshment Rooms,
House of Commons."

"TABLE showing the Number of Dinners served on each day during the Session of 1862.

DATE.	Number of Dinners.	REMARKS.
1862:		
February 6	31	
„ 7	12	
„ 10	17	
„ 11	38	
„ 13	58	
„ 14	88	
„ 17	55	Prepared for 150.
„ 18	39	
„ 20	38	As above; up at 7·30.
„ 21	76	
„ 24	53	
„ 25	67	
„ 27	52	
„ 28	46	Prepared largely.
March - 3	78	
„ 4	70	
„ 6	74	
„ 7	77	
„ 10	52	Expected to be busy; prepared accordingly.
„ 11	90	
„ 13	55	
„ 14	100	
„ 17	66	
„ 18	66	
„ 21	38	Up early.
„ 24	96	
„ 25	100	
„ 27	103	
„ 28	22	Prepared largely; up at six o'clock.
„ 31	100	
April - 1	106	
„ - 3	120	
„ - 4	110	
„ - 7	71	
„ - 8	30	Well prepared; up at 5·30.
„ - 10	62	
„ - 11	56	
„ - 28	28	
„ - 29	44	
May - 1	21	Prepared largely; up at 12.
„ - 2	70	
„ - 5	100	
„ - 6	103	
„ - 8	115	
1862:		
May - 9	77	
„ - 12	105	
„ - 13	87	
„ - 15	97	
„ - 16	74	
„ - 19	79	
„ - 20	35	
„ - 22	66	
„ - 23	70	
„ - 26	75	
„ - 27	93	
„ - 29	73	
„ - 30	48	
June - 2	55	
„ - 3	139	
„ - 5	50	
„ - 12	40	
„ - 13	72	
„ - 16	75	
„ - 17	26	Well provided; count at 6.
„ - 19	82	
„ - 20	48	
„ - 23	90	
„ - 24	54	
„ - 26	30	Prepared well; up early.
„ - 27	56	
„ - 30	72	
July - 1	16	As above; up at 6 count.
„ - 3	92	
„ - 4	31	Again up early.
„ - 7	97	
„ - 8	55	
„ - 10	73	
„ - 11	48	
„ - 14	62	
„ - 15	30	
„ - 17	41	
„ - 18	86	
„ - 21	37	
„ - 23	33	
„ - 24	52	
„ - 25	38	
„ - 28	66	
„ - 29	19	
„ - 30	18	
August 1	60	
„ 4	8	

SUMMARY of the accompanying TABLE.

	DINNERS.	DAYS.	AVERAGE per DIEM.
February - - - -	678	14	48·428
March - - - -	1,187	16	74·187
April - - - -	737	10	73·7
May - - - -	1,388	18	77·112
June - - - -	889	14	63·5
July - - - -	894	18	49·667
August - - - -	68	2	34·
TOTAL - - -	5,841	92	63·489

"The following Table shows the amount of wages paid by Mr. Steers, weekly, during the Session of 1862.

1862: Week ending—	£.	s.	d.	1862: Week ending—	£.	s.	d.
February 8	5	12	6	May 24	14	9	–
„ 15	11	1	–	„ 31	14	14	–
„ 22	12	6	–	June 7	13	17	–
„ 29	11	16	–	„ 14	12	8	6
March 8	11	16	–	„ 21	14	14	6
„ 15	11	16	–	„ 28	14	10	6
„ 22	11	16	–	July 5	14	2	–
„ 29	12	5	6	„ 12	13	16	–
April 5	13	4	6	„ 19	13	12	–
„ 12	13	13	6	„ 26	13	6	6
May 3	12	10	–	August 2	8	6	6
„ 10	12	11	6	„ 9	2	5	6
„ 17	12	13	6	£.	303	4	–

"The above list does not include two servants for the tea-room, two kitchen maids, two other servants for cleaning up, &c., who are engaged by the year."

Resolved, That the above-mentioned statement be printed and circulated to Members of the Committee.

The statement was circulated accordingly.

[Adjourned till Tuesday next.

Martis, 17° *die Februarii*, 1863.

MEMBERS PRESENT:

Colonel FRENCH, in the Chair.

Lord R. Montagu.	Mr. Onslow.
Colonel White.	Mr. Cubitt.
Mr. Bentinck.	Mr. Dalglish.

The Committee deliberated.

Resolved, That the present arrangement under which the wines and spirits are provided by the manager of the kitchen be discontinued, and that three or more cellars be provided, each of these cellars to be placed at the disposal of different wine merchants to be named by the Committee, who will each be paid weekly for the wine consumed.

[Adjourned.

Lunæ, 23° *die Februarii*, 1863.

MEMBERS PRESENT:

Mr. Dalglish.	Mr. Bentinck.
Lord R. Montagu.	Colonel White.

In the absence of Colonel *French*, Lord *R. Montagu* called to the Chair.

The Committee deliberated.

[Adjourned till Wednesday next.

Mercurii, 4° *die Martii*, 1863.

MEMBERS PRESENT:

Lord R. MONTAGU, in the Chair.

Lord R. Montagu.	Mr. Dalglish.
Mr. Cubitt.	Colonel White.
Mr. Onslow.	

The Committee deliberated.

Resolved, "That one of the inconveniences in the present system arises from the narrowness of the dining-room, and that it appears that the inconvenience might be obviated at a moderate cost, and that the First Commissioner of Works be communicated with to ask if he would allow a plan and estimate to be prepared according to such suggestion."

The alteration proposed consisted of widening the room about eight feet, by throwing out the wall to that extent into the court adjoining.

[Adjourned.

Mercurii, 18° *die Martii*, 1863.

MEMBERS PRESENT:

Colonel FRENCH, in the Chair.

Colonel White.	Lord Robert Montagu.
Mr. Cubitt.	Mr. Bentinck.

A Letter was written to the Right Honourable W. F. Cowper, First Commissioner of Works, embodying the Resolution passed at the last meeting of the Committee, to which the following answer was received:—

"Dear Lord Robert, "17 March 1863.

"I have referred the subject of your letter to Mr. E. Barry, and have asked him to estimate the cost of the proposed alteration. When I receive his report I will forward it to you.

"Truly yours,
"*W. Cowper.*"

Mr. *Barry* examined on the proposed alteration.

Mr. Barry undertook to have an estimate prepared to lay before the Committee on Monday next.

The Committee deliberated.

Resolved, "That the state of the Kitchen and Refreshment Department is unsatisfactory, and ought to be amended"—(Col. *White.*)

Motion made, "That with a view to such amendment it is expedient that the present keeper of the Refreshment Rooms be changed"—(Colonel *White*).—Amendment proposed, to leave out from the word "That" to the end of the question, in order to add the words, "unless the Committee should be of opinion, in the month of July next, that the well-founded causes of complaint against the present mode of management have been removed, it will be their duty to recommend that the present keeper of the Refreshment Rooms be superseded" (Mr. *Bentinck*), instead of.—Question put, "That the words proposed to be left out stand part of the question."—The Committee divided:

Ayes, 2.	Noes, 3.
Colonel White.	Mr. Cubitt.
Lord R. Montagu.	Mr. Dalglish.
	Mr. Bentinck.

Words added.—Main question, as amended, put, and agreed to.

Resolved, "That any Members having any complaints to make respecting the management of the Refreshment Rooms, are requested to communicate in writing to the Clerk of the Committee."

[Adjourned till Monday next, at a quarter before Three o'clock.

Lunæ, 23° die Martii, 1863.

MEMBERS PRESENT:

Colonel FRENCH, in the Chair.

Mr. Bentinck.	Mr. Onslow.
Mr. Cubitt.	Colonel White.

Mr. *Barry* further examined.

[Adjourned till Wednesday, April 14th, at Three o'clock.

Mercurii, 15° *die Aprilis,* 1863.

MEMBERS PRESENT:

Colonel FRENCH, in the Chair.

Colonel White.	Lord R. Montagu.
Mr. Cubitt.	Mr. Onslow.

The following names of wine merchants were handed in by Members of the Committee, in accordance with the Resolution of the Committee (17th March):

John Green & Co., 51 Pall Mall.
George Tanquaray & Co., 5, Pall Mall East.
Tod Heatley, 11, John-street, Adelphi.
Standring, Brothers, and Turner, 152, Minories.
Cockburn & Campbell, 151, Piccadilly.

The wine merchants were selected by lot, in the following order:

1. Green.
2. Tod Heatley.
3. Standring, Brothers, and Turner.

Mr. *Barry* further examined.

[Adjourned till Friday next, at Three o'clock.

Veneris, 17° *die Aprilis,* 1863.

MEMBERS PRESENT:

Colonel FRENCH, in the Chair.

Mr. Dalglish.	Mr. Cubitt.
Mr. Bentinck.	Lord Robert Montagu.

The Committee received Mr. *E. Barry's* Report and Plan of the proposed alterations from the First Commissioner of Works, as follows:

"Sir, "1, Old Palace Yard, 24 March 1863.

"I HAVE to acknowledge your letter of the 13th instant, requesting me to furnish the First Commissioner with an estimate of the cost of widening the dining-room and kitchen by pulling down the inner wall, and rebuilding it in the courtyard.

"In reply, I beg to inform you that I have attended two meetings of the Kitchen Committee to learn their views on the subject, and have also had the advantage of discussing with Mr. Cubitt the suggestion he has made for the proposed alteration. I now beg to enclose

enclose a tracing for the information of the First Commissioner. The Section marked A. shows the arrangement suggested by Mr. Cubitt, but although this would give to the Refreshment Rooms the increased floor-space required, I am unable to recommend it for adoption, as it would, in my opinion, injuriously affect the light and ventilation of the rooms, and would also injure their appearance by causing them to seem lower than at present, in consequence of their increased width. The cost of carrying out Mr. Cubitt's suggestion I estimate at 4,300*l.*

"If it be determined to increase the width of the rooms, I strongly recommend that advantage be taken of the occasion to raise the ceiling, and thus add to the light and ventilation. I beg to suggest, as a means to effect this object, that an open roof be substituted for the present flat ceiling, and that the windows be carried up into the roof as dormer windows, and made to open, as shown by Section B.

"The rooms would, I believe, be very greatly improved by such an arrangement, the cost of which I estimate at 4,650 *l.*, or 350 *l.* more than that shown on Section A.

"The works necessary to carry out the above suggestions could be completed before the next Session of Parliament, provided they are ordered to be commenced within the next two months. It would not be necessary to disturb any portion of the present building until after the close of the present Session.

"I am, &c.

"A. Austin, Esq." (signed) "*Edward M. Barry.*"

The Committee proceeded to consider a Draft Report to be presented to the House, which is ordered to be printed for consideration on Wednesday next.

[Adjourned till Wednesday next, at Three o'clock.

Mercurii, 22° *die Aprilis*, 1863.

MEMBERS PRESENT:

Colonel FRENCH, in the Chair.

Mr. Dalglish.	Mr. Cubitt.
Mr. Onslow.	Lord R. Montagu.
Colonel White.	

Draft Report considered, amended, and agreed to.

Ordered, to Report the same to the House, with the Appendix.

APPENDIX.

PAPER put in by Lord *Robert Montagu*, a Member of the Committee.

PRICES CURRENT AT VARIOUS CLUBS.

	House of Commons.	Athenæum.	Carlton.	Reform.	Army and Navy.	Junior United Service.	United Service.	Conservative.	Travellers.	Oxford and Cambridge.	Union.
	s. d.	*s. d.*	*s. d.*	*s. d.*	*s. d.*	*s. d.*	*s. d.*	*s. d.*	*s. d.*	*s. d.*	*s. d.*
Table	– 6	– 9	– 6	– 9	– –	– 6	– 8	1 –	1 –	1 –	– 9
Glass of beer	– –	– 1	—	—	—	—	—	—	—	—	—
Cold meat and potatoes	1 –	– –	1 –	– 4	– 8	– 8	1 3	1 6	1 6	1 6	1 –
Beer and cheese	– 6	– –	– –	– 7	– 6	– 6	– –	– –	– –	– 6	– 6
Plate of cold meat, bread, beer, pickles, sauces, &c.	– –	– 6	– 6	– 6	– –	– –	– 8	1 –	1 6	– 9	– 6
Soup (mock turtle, ox-tail, giblet, purées, &c.)	1 –	1 –	– 6	1 –	– –	– –	1 –	– 6	1 –	– 6	1 –
Half portion of ditto	– 6	– 6	– –	– 6	– –	– –	– 8	– –	– 6	– –	– 6
Mutton chop, each	– 6	– 6	6 *d.* with beer.	– 6	– 6	– –	– 6	(two) 6 *d.*	– 6	– 6	– 6
Dish of kidneys	– –	– –	– 6	– 6	– –	– –	2 *d.* each	– –	1 6	3 *d.* each.	3 *d.* each.
Rump steak, grilled beef, or mutton bone				1 –							
Leg of fowl, slice of game pie, grilled ham and eggs, or slice and galantine	1 6	– –	1 –	1 6	– –	– –	1 3	1 *s.* to 1 *s.* 6 *d.*	1 6	1 –	1 –
Half a cold fowl	2 6	– –	2 –	2 –	– –	– –	2 –	2 –	2 6	2 –	2 3
Half dozen oysters, lemon, bread and butter	– –	– 6	– 6	– 6	– –	– –	– 6	– 6	– –	– 6	—
Fish	– –	– –	– 6	– –	– –	– –	cost	1 –	—	—	—
Cod	1 6	various.	– –	1 6	– –	– –	price;	1 6	1 6	9 *d.* to 2 *s.*	9 *d.* to 2 *s.*
Sole	1 –		1 –	1 –	– –	– –	sauces,	1 –	1 –		
Whiting or Flounders	– –	– –	1 –	– 9	– –	– –	8 *d.* extra.	– 6	1 –		
Entrées: pattées, rissoles, croquettes, quenelles, boudins, each	– –	2 *s.* to 1 *s.* 6 *d.*	– 6	1 6	– –	– –	various	1 *s.* 6 *d.* to 2 *s.* 6 *d.*	6 *d.* each	6 *d.* to 3 *s.*	6 *d.* to 2 *s.* 9 *d.*
Half portion of fowl or game	– –	– –	1 –	2 –	– –	– –	1 6	– –	2 6	—	—
Ditto – – filets de bœuf	– –	– –	1 6	– –	– –	– –	1 6	– –	2 6	1 3	1 3
Two cutlets	1 6	1 6	1 6	1 –	– –	– –	1 –	– –	– –	1 4	1 3
Three ditto	– –	2 –	2 –	1 6	– –	– –	1 6	1 6	– –	2 –	2 –
Hashed beef or mutton, or grilled bone	1 *s.* and 1 *s.* 6 *d.*	1 6	1 6	1 6	– –	– –	1 3	1 6	– –	1 6	—
Meat pie	1 6	– –	2 –	– –	– –	– –	– –	1 6	– –	1 –	—
Poultry	– –	– –	2 6	various	– –	– –	– –	various	– –	2 –	—
Hot joints	1 6	1 6	1 6	1 6	1 3	1 *s.* 2 *d.* to 1 *s.* 6 *d.*	1 3	1 6	2 –	1 6	1 6
Ditto after soup	– –	1 –	– –	– –	– –	– –	– –	– –	– –	1 –	1 –
Sweets (fruit pies, puddings, &c.)	– 6	– 6	– 6	9 *d.* to 6 *d.*	– –	– –	6 *d.* to 1 *s.* 3 *d.*	– 6	– 6	– 6	– 6
Dinner (soup, fish, and entrée)	– –	3 –	– –	– –	– –	– –	– –	4 –	—	—	—
Ditto – soup, fish, pattées, two entrées, joint, salad, vegetables, and two sweets	– –	– –	– –	7 6	– –	– –	– –	7 6	—	—	—
Ditto – ditto – ditto – with oysters and another fish	– –	– –	– –	10 6	– –	– –	– –	10 –	—	—	—
Luncheon (hot)	1 –	– –	– –	1 –	– –	– –	– –	1 6	—	—	—
Supper	1 –	– –	– –	1 6	—	—	—	—	—	—	—
Cup of tea or coffee (with bread, toast, muffin, or biscuits and butter)	1 –	– 6	– 6	– 6	– 6	– –	– 6	– 6	1 6	4 *d.* and 6 *d.*	– 6
Coffee (without cream or bread and butter)	– 6	– 4	– –	– –	– –	– –	– 4	1 –	– 6	—	—
Tea or coffee (with cream)	– –	1 –	– 6	– 6	– –	– 6	– 4	1 –	– 6	– 6	—
Eggs, each	– –	– 3	– –	– 2	– 5	– 2	– 2	two or three, 6 *d*	– 3	– 3	– 3
Ham and eggs	– –	– –	1 –	– 10	– –	– –	– 10	1 –	1 –	1 –	1 –
Grilled ham, bacon, slip or plate of cold meat	– 6	– –	– 6	– 6	– –	– –	– 6	– 6	– 6	– 6	– 6
Tea, coffee, chocolate, cocoa, with two eggs, muffins, toast, &c.	1 6	1 6	1 6	1 4	– –	– –	1 4	1 6	1 6	1 6	1 6

SECOND REPORT

FROM THE

SELECT COMMITTEE

ON THE

KITCHEN AND REFRESHMENT ROOMS (HOUSE OF COMMONS);

WITH THE

PROCEEDINGS OF THE COMMITTEE.

Ordered, by The House of Commons, *to be Printed,*
17 *June* 1863.

Lunæ, 9° die Februarii, 1863.

Ordered, THAT a Standing Committee be appointed to control the Arrangements of the Kitchen and Refreshment Rooms, in the Department of the Serjeant-at-Arms attending this House.

Committee nominated of—

Colonel French.	Mr. Dalglish.
Mr. William Cubitt.	Colonel White.
Mr. George W. P. Bentinck.	Mr. Onslow.
Lord Robert Montagu.	

Ordered, THAT Three be the Quorum of the Committee.

Jovis, 23° die Aprilis, 1863.

Ordered, THAT the Committee have power to report their Observations to The House.

Mercurii, 17° *die Junii,* 1863.

Ordered, THAT the Committee have power to report their Observations from time to time to The House.

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SECOND REPORT,

THE SELECT COMMITTEE appointed to Control the Arrangements of the KITCHEN and REFRESHMENT ROOMS in the Department of the Serjeant-at-Arms attending The House;——HAVE agreed to the following RESOLUTIONS:

THAT it is the opinion of this Committee—

1st. That an application be made to the Commissioners of the Fee Fund for an additional annual grant of 300 *l.* to provide for the better management of the Kitchen and Refreshment Rooms.

2d. That the Committee having further considered the subject of the enlargement of the Dining Rooms, are of opinion that such enlargement is absolutely necessary, and having seen Mr. Barry's improved plan, are of opinion that it would afford the accommodation required, but express the hope that his plan might be executed for a smaller sum than the amount which has been named in the evidence.

3d. That as the present manager still fails to perform his duties satisfactorily, the Committee should be empowered to receive proposals from any persons who may be willing to undertake the office in the next Session of Parliament.

17 *June* 1863.

PROCEEDINGS OF THE COMMITTEE.

Mercurii, 29° *die Aprilis*, 1863.

MEMBERS PRESENT:

Colonel FRENCH, in the Chair.

Mr. Onslow.	Colonel White.
Mr. Bentinck.	Mr. Dalglish.

The Committee deliberated.

Mr. *Barry* further examined.

[Adjourned till Wednesday next, at Three o'clock.

Mercurii, 6° *die Maii*, 1863.

MEMBERS PRESENT:

Colonel FRENCH, in the Chair.

Mr. Cubitt.	Mr. Onslow.
Mr. Bentinck.	Lord Robert Montagu.
Colonel White.	

The Committee deliberated.

[Adjourned till Wednesday next, at Four o'clock.

Mercurii, 13° *die Maii*, 1863.

MEMBERS PRESENT:

Colonel FRENCH, in the Chair.

Mr. Dalglish.	Colonel White.
Mr. Onslow.	

The Committee deliberated.

[Adjourned till Wednesday, 3d June, at Three o'clock.

Mercurii, 3° *die Junii*, 1863.

MEMBERS PRESENT:

Colonel FRENCH, in the Chair.

Lord Robert Montagu.	Mr. Cubitt.
Colonel White.	Mr. Dalglish.
Mr. Onslow.	

The Committee deliberated.

Resolved, "That an application be made to Commissioners of the Fee Fund for an additional annual grant of 300 *l.* to provide for the better management of the Kitchen and Refreshment Rooms" (Colonel *White*).

Papers

Papers received by the Committee:—

A letter from H. M'Donald (late steward to Sir Houlston Stewart), applying for the management of the Refreshment Rooms;

Also—

From Mr. John Short, on the same subject.
From Mr. John Cates, on the same subject.

From F. Whistler & Co., 16, Size-lane, E. C.
From Paris & Co., 10, St. James's-place -
From Mackenzie & Co., 10, Pall Mall, East - } Applying for the Wine Department.

[Adjourned till Thursday next, at a Quarter before Four.

Jovis, 11° *die Junii*, 1863.

MEMBERS PRESENT:

Colonel FRENCH, in the Chair:

Colonel White.	Lord Robert Montagu.
Mr. Dalglish.	Mr. Onslow.
Mr. Cubitt.	

The Committee deliberated.

Resolved, That the Committee having further considered the subject of the enlargement of the Dining-room, are of opinion that such enlargement is absolutely necessary; and having seen Mr. Barry's improved plan, are of opinion that it would afford the accommodation required, but express the hope that his plan might be executed for a smaller sum than the amount which has been named in the evidence.

Mr. *Barry*'s Clerk attended, and produced some correspondence between the Board of Works and himself relative to the alteration of the Dining-rooms.

[Adjourned till Wednesday next, at Three o'clock.

Mercurii, 17° *die Junii*, 1863.

MEMBERS PRESENT:

Colonel FRENCH, in the Chair.

Mr. Bentinck.	Colonel White.
Mr. Onslow.	Lord Robert Montagu.

Motion made, and Question proposed, "That as the present manager still fails to perform his duties satisfactorily, the Committee should be empowered to receive proposals from any persons who may be willing to undertake that office in the next Session of Parliament"—(Lord *Robert Montagu*).—Amendment proposed, to leave out from the word "That" to the end of the Question, in order to add the words, "The consideration of this Motion be postponed until the Committee have ascertained whether, by the Order of Reference, the power of appointing a successor to the present manager is vested in the Committee"—(Mr. *Bentinck*)—instead thereof.—Question put, "That the words proposed to be left out stand part of the Question"—The Committee divided:

Ayes, 3.	Noe, 1.
Lord Robert Montagu.	Mr. Bentinck.
Colonel White.	
Mr. Onslow.	

Main Question put, and agreed to.

Resolved, "That the foregoing Resolution, together with the Resolutions agreed to by the Committee on Wednesday, June 3d, and Thursday, June 11th, be reported to the House."

[Adjourned till Friday next, at half-past Five o'clock.

SECOND REPORT

FROM THE

SELECT COMMITTEE

ON THE

KITCHEN AND REFRESHMENT ROOMS (HOUSE OF COMMONS);

WITH THE

PROCEEDINGS OF THE COMMITTEE.

Ordered, by The House of Commons, *to be Printed,*
17 *June* 1863.

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THIRD REPORT

FROM THE

SELECT COMMITTEE

ON THE

KITCHEN AND REFRESHMENT ROOMS (HOUSE OF COMMONS);

WITH THE

PROCEEDINGS OF THE COMMITTEE.

Ordered, by The House of Commons, *to be Printed*,
23 *June* 1863.

Lunæ, 9° die Februarii, 1863.

Ordered, THAT a Standing Committee be appointed to control the Arrangements of the Kitchen and Refreshment Rooms, in the Department of the Serjeant-at-Arms attending this House.

Committee nominated of—

Colonel French.	Mr. Dalglish.
Mr. William Cubitt.	Colonel White.
Mr. George W. P. Bentinck.	Mr. Onslow.
Lord Robert Montagu.	

Ordered, THAT Three be the Quorum of the Committee.

Jovis, 23° die Aprilis, 1863.

Ordered, THAT the Committee have power to report their Observations to The House.

Mercurii, 17° die Junii, 1863.

Ordered, THAT the Committee have power to report their Observations from time to time to The House.

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THIRD REPORT.

THE SELECT COMMITTEE appointed to Control the Arrangements of the KITCHEN and REFRESHMENT ROOMS in the Department of the Serjeant-at-Arms attending the House; —— HAVE agreed to the following RESOLUTIONS:

THAT it is the opinion of this Committee—

1st. That the Committee, having received a letter dated the 19th of June last, from the Serjeant-at-Arms, in which a doubt is raised as to the right of the keeper of the Refreshment Rooms to the subsidy of 300 *l.* a year, at present received by him, recommend that, in lieu of the said subsidy, a grant of not less than 500 *l.* per annum be placed at the disposal of the Kitchen and Refreshment Room Committee for the time being, to provide for the necessary servants, &c., requisite for the efficient working of the Department.

2d. That the keeper of the Refreshment Rooms be appointed wine-butler, and be paid by means of a corkage on the wines consumed, and that the rate of corkage be dependent on the value of the wine.

23 *June* 1863.

PROCEEDINGS OF THE COMMITTEE.

Veneris, 19° *die Junii*, 1863.

MEMBERS PRESENT:

Colonel FRENCH, in the Chair.

Lord Robert Montagu.
Mr. Onslow.
Mr. Dalglish.

A Letter from Lord Charles Russell, Serjeant-at-Arms, to the Chairman of this Committee, was read, as follows, and considered:—

Sir, House of Commons, 19 June 1863.

I AM favoured with a draft copy of Second Report of the Kitchen and Refreshment, &c., Committee; with regard to the third paragraph of which I beg to inform you that I shall be ready to appoint, as keeper of the refreshment rooms, any one who may seem to the Committee to be eligible, pointing out, at the same time, that as he would be an officer of the House, I should require all his services, and be unwilling to allow the appointment to be held by the servant of any person or persons.

With respect to that part of the First Report which recommends "that the present arrangements under which wines and spirits are provided be discontinued," I beg to remark that all that part of New Palace now occupied by the House of Commons is given over to me by the Lord Great Chamberlain to be appropriated to their use; that the cellars have hitherto been allotted to the keeper of the refreshment rooms; that there would be no difficulty nor objection to providing three cellars; but that if any one were appointed to have charge of the cellars independently of the keeper of the refreshment rooms, inconvenience would necessarily arise; further, that the supply of liquors has hitherto been one principal source of remuneration to the keeper of the refreshment rooms, so that to transfer that profit to wine merchants would detract from the responsibility and respectability of the appointment, and indirectly diminish the patronage of the Serjeant-at-Arms. Further, that the 300 *l.* per annum now allowed for servants had its origin in the keeper of the refreshment rooms having formerly been deputy housekeeper, when the servants had to clean the House; and that now the departments are separated, it is indirectly a subsidy to the refreshment rooms, but is insufficient for the direct purpose for which it is voted, as seen by the "Table of Amount of Wages, paid by Mr. Steers," appended to the First Report.

I have, &c.
(signed) *Charles J. F. Russell*,
Serjeant-at-Arms.

The Chairman of the Kitchen and Refreshment Committee.

[Adjourned till Tuesday next, at Four o'clock.

Martis, 23° die Junii, 1863.

MEMBERS PRESENT:

Colonel FRENCH, in the Chair.

Mr. Dalglish.	Colonel White.
Lord R. Montagu.	Mr. Onslow.

Resolved, That the Committee, having received a letter, dated 19th of June instant, from the Serjeant-at-Arms, in which a doubt is raised as to the right of the keeper of the refreshment rooms to the subsidy of 300 *l.* a year at present received by him, recommend that, in lieu of the said subsidy, a grant of not less than 500 *l.* a year be placed at the disposal of the Kitchen and Refreshment Committee for the time being, to provide for he necessary servants, &c., requisite for the efficient working of the department—(Lord *R. Montagu*).

Resolved, That the manager of the refreshment rooms be appointed wine-butler, and be paid by means of a corkage on the wine consumed; and that the rate of corkage be dependent on the value of the wine—(Lord *R. Montagu*).

Resolved, To report these Resolutions to the House.

[Adjourned till Thursday next, at a quarter before Four o'clock.

THIRD REPORT

FROM THE

SELECT COMMITTEE

ON THE

KITCHEN AND REFRESHMENT ROOMS

(HOUSE OF COMMONS);

WITH THE

PROCEEDINGS OF THE COMMITTEE.

Ordered, by The House of Commons, *to be Printed,*
23 *June* 1863.

384. *Under* 1 *oz.*

FOURTH REPORT

FROM THE

SELECT COMMITTEE

ON THE

KITCHEN AND REFRESHMENT ROOMS

(HOUSE OF COMMONS).

Ordered, by The House of Commons, *to be Printed*,
15 *July* 1863.

448.

Lunæ, 9° die Februarii, 1863.

Ordered, THAT a Standing Committee be appointed to control the Arrangements of the Kitchen and Refreshment Rooms, in the Department of the Serjeant-at-Arms attending this House.

Committee nominated of—

Colonel French.	Mr. Dalglish.
Mr. William Cubitt.	Colonel White.
Mr. George W. P. Bentinck.	Mr. Onslow.
Lord Robert Montagu.	

Ordered, THAT Three be the Quorum of the Committee.

Jovis, 23° die Aprilis, 1863.

Ordered, THAT the Committee have power to report their Observations to The House.

Mercurii, 17° die Junii, 1863.

Ordered, THAT the Committee have power to report their Observations from time to time to The House.

FOURTH REPORT.

THE SELECT COMMITTEE appointed to Control the Arrangements of the KITCHEN and REFRESHMENT ROOMS in the Department of the Serjeant-at-Arms attending The House ;——HAVE agreed to the following REPORT :—

BEFORE the passing of the Reform Bill, Mr. Bellamy was keeper of the refreshment rooms ; dinners consisting of cold meat and salad were charged 2 *s.* 6 *d.*, and hot dinners of beefsteaks or chops, cooked in the room, were charged 3 *s.*

Mr. Bellamy derived his chief profits from the sale of wine and spirits.

The number of Members dining seldom exceeded 12 a day.

In 1848, on the motion of Mr. Stafford, a Standing Committee on Kitchen and Refreshment Rooms was first appointed, and has been re-appointed in every subsequent Session.

The Members of the Committee in 1848 were—

Mr. Stafford (Chairman).	Mr. Hastie.
Mr. Alderman Humphery.	Lord Marcus Hill.
Earl of Mulgrave.	Mr. Vesey Dawson.
Captain Berkeley.	

The same Members were annually re-elected until 1852.

Soup and fish were introduced into the bill of fare by the above-mentioned Committee.

On Bellamy's death, Mr. Woodhouse, late steward to the Duke of Beaufort, was appointed keeper of the refreshment rooms, who did not give satisfaction to the Members dining.

In 1853, the Committee consisted of—

Earl of Mulgrave (Chairman).	Colonel Dunne.
Colonel French.	Mr. Hastie.
Mr. Rich.	

The situation of keeper of the refreshment rooms being vacant was offered to Messrs. Gunter, Messrs. Staples, of the Albion, and other persons ; and on their declining to take it, Mr. Steers, late steward of the Junior United Service Club, was appointed keeper of the refreshment rooms, who has held the appointment up to the present time.

In 1854-5 Colonel Boldero and Mr. Hayter were added to the Committee appointed in the previous year.

In 1859 the Committee consisted of—

Earl of Mulgrave (Chairman).	Colonel Boldero.
Colonel French.	Mr. Attorney General.
Mr. Hayter.	Colonel Knox.
Mr. Hastie.	
Colonel Dunne	

In 1857 :—

Colonel French (Chairman).	Mr. Seymour Fitzgerald.
Colonel Dunne.	Mr. Hume.
Colonel Boldero.	Mr. Robertson.
Mr. Alderman Cubitt.	

In second Session 1857 and 1858—

Colonel French.	Mr. Hume.
Colonel Boldero.	Mr. Robertson.
Mr. Alderman Cubitt.	Mr. Bramley-Moore.
Mr. Seymour Fitzgerald.	

In 1859 and 1860—

Colonel French.	Mr. Dalglish.
Mr. Cubitt.	Mr. Monckton Milnes.
Mr. S. Fitzgerald.	Mr. Roupell.
Mr. Hume.	Colonel Dunne.

In 1861, Lord Bury, Mr. Monson, and Mr. Onslow were added to the Committee of the previous year.

Several proposals have been made by the Committee in former years for improving the accommodation of the dining-rooms, which have been favourably received by the First Commissioner of Works ; but from various causes nothing has yet been done, although the necessity for alteration is obvious.

It has been proposed at different times that each Member should pay an annual subscription, so as to insure better cooking and attendance ; but these propositions have not been received with favour by the House.

In the present year the Committee was appointed of Members selected from both sides of the House, and are as follows :—

Colonel French (Chairman).	Mr. Cubitt.
Lord Robert Montagu.	Mr. Dalglish.
Mr. Bentinck.	Colonel White.
Mr. Onslow.	

Complaints respecting the cooking, attendance, and the quality of the wines being very numerous, the Committee considered it right to recommend an alteration in the arrangements.

They have agreed that the wines and spirits shall be provided by wine merchants approved of by the Committee, and in compensation for the consequent loss to the keeper of the refreshment rooms, they have applied for an increased allowance from the Commissioners of the Fee Fund.

To facilitate and improve the attendance they propose to increase the width of the room as set forth in their First Report of this Session ; and recommend that smaller dining-tables should be introduced into the room, so that there may be less difficulty in changing the tablecloths, &c.

With respect to the future management of the rooms, it is proposed that the following charge for dinners shall be charged next Session :—Cold meat, including table, &c., 2 *s.* 6 *d.* each ; and hot meats, including table, &c., 3 *s.* each.

For dinners with fish, *entrées*, &c., a written notice of at least half an hour must be given, the price for which will be regulated by a printed tariff.

This, they hope, will obviate the confusion and discontent which the present system necessarily involves.

Mr. Barry states, that the proposed alterations in the rooms can be completed before February next, provided that the necessary orders are given at once. He also states that the proposal to remove the dining-rooms to the river front would involve much inconvenience and expense, and therefore he is unable to advise its adoption.

15 *July* 1863.

REPORT

FROM THE

SELECT COMMITTEE

ON

MALT DUTY;

WITH THE

PROCEEDINGS OF THE COMMITTEE.

Ordered, by The House of Commons, *to be Printed,*
20 *July* 1863.

Martis, 23° die Junii, 1863.

Ordered, THAT a Select Committee be appointed to consider whether, compatibly with the Interests of the Revenue, the Laws relating to the Excise Duty upon Malt can be amended so as to operate more advantageously with reference to the Cultivation and Price of Barley, to the Manufacture and Price of Malt and Malt Liquor, and to the use of Malt in the feeding of Cattle and Sheep.

Lunæ, 13° *die Julii,* 1863.

Ordered, THAT the Committee do consist of Nineteen Members.

Committee nominated of—

Sir FitzRoy Kelly.	Sir Frederick Heygate.
Mr. Chancellor of the Exchequer.	Mr. Calthorpe.
Colonel Barttelot.	Colonel Dunne.
Mr. Hutt.	Mr. Dodson.
Mr. Cobbold.	Mr. Beach.
Mr. Childers.	Mr. Puller.
Sir Stafford Northcote.	Mr. Edward Egerton.
Mr. Caird.	Mr. Cobbett.
Mr. Ker Seymer.	Mr. Stirling.
Mr. Buxton.	

Ordered, THAT the Committee have power to send for Persons, Papers, and Records.

Ordered, THAT Five be the quorum of the Committee.

Lunæ, 20° *die Julii,* 1863.

Ordered, THAT the Committee have power to report their Observations to The House.

REPORT - - - - - - - - - - - - - p. iii

PROCEEDINGS OF THE COMMITTEE - - - - - p. iv

REPORT.

THE SELECT COMMITTEE appointed to consider whether, compatibly with the Interests of the Revenue, the LAWS relating to the EXCISE DUTY upon MALT can be amended so as to operate more advantageously with reference to the Cultivation and Price of BARLEY, to the Manufacture and Price of MALT and MALT LIQUOUR, and to the use of MALT in the feeding of CATTLE and SHEEP;——HAVE considered the Matters to them referred, and have agreed to the following REPORT:—

YOUR Committee having met, and finding that, from the advanced period of the Session, it was not desirable to receive Evidence upon the matters referred to them, have taken measures to collect such information thereon as may be useful hereafter; and they recommend that a Committee on the same subject should be appointed in the next Session of Parliament.

20 *July* 1863.

PROCEEDINGS OF THE COMMITTEE.

Veneris, 17° *die Julii*, 1863.

MEMBERS PRESENT:

Mr. Cobbett.	Mr. Chancellor of the Exchequer.
Colonel Barttelot.	Colonel Dunne.
Mr. Cobbold.	Sir FitzRoy Kelly.
Mr. Calthorpe.	Mr. Hutt.
Sir Strafford Northcote.	Mr. Dodson.
Mr. Caird.	Mr. Puller.

Sir *FitzRoy Kelly* was called to the Chair.

The Committee deliberated.

Motion made, and Question proposed—

"That the Chairman be requested to write to the President of the Royal Agricultural Society, and the President of the Highland Agricultural Society, and the Royal Agricultural Society of Ireland, stating the desire of the Committee to obtain accurate information as to the use of Malt in the feeding of Cattle, Sheep, and Pigs, and requesting them to take such steps as they may think expedient in order to obtain information before the next Session of Parliament on the following points:

"1. The relative value of Barley and Malt for fattening purposes, and in the production of milk.

"2. The comparative value of each of those articles with other feeding substances.

"That similar letters be addressed to the Central Farmer's Club, and to the Bath and West of England Society"—(Sir *Stafford Northcote*).—Question put, and agreed to.

[The Committee adjourned to Monday, at Two o'clock.

Lunæ, 20° *die Julii*, 1863.

MEMBERS PRESENT:

Sir FitzRoy Kelly in the Chair.

Mr. Hutt.	Mr. Buxton.
Mr. Dodson.	Mr. Edward Egerton.
Sir Stafford Northcote.	Mr. Cobbett.
Mr. Cobbold.	Colonel Dunne.
Colonel Barttelot.	Mr. Chancellor of the Exchequer.

The Committee deliberated.

Report proposed by the Chairman read, and agreed to.

Ordered, To Report.

REPORT

FROM THE

SELECT COMMITTEE

ON

POOR RELIEF.

Ordered, by The House of Commons, *to be Printed,*
23 *June* 1863.

Veneris, 19° *die Junii,* 1863.

Ordered, That a Select Committee be appointed to inquire into the Administration of the Relief of the Poor under the Orders, Rules, and Regulations issued by the Poor Law Commissioners and the Poor Law Board, pursuant to the provisions of the Poor Law Amendment Act, and into the operation of the Laws relating to the Relief of the Poor.

Ordered, That the Committee do consist of Twenty-one Members.

Committee nominated of—

Mr. Villiers.	Mr. Lowe.
Mr. Caird.	Mr. Bazley.
Lord Edward Howard.	Sir George Bowyer.
Mr. Kekewich.	Lord Fermoy.
Mr. Ayrton.	Mr. John Tollemache.
Sir John Acton.	Mr. Monckton Milnes.
Sir William Jolliffe.	Mr. Locke.
Mr. Walpole.	Lord Robert Cecil.
Mr. Lyall.	Mr. Edward Pleydell Bouverie.
Mr. Alderman Sidney.	Colonel Pennant.

Ordered, That the Committee have power to send for Persons, Papers, and Records.

Ordered, That Five be the Quorum of the Committee.

Martis, 23° *die Junii,* 1863.

Ordered, That the Committee have power to report their Observations to The House.

REPORT.

THE SELECT COMMITTEE appointed to inquire into the Administration of the Relief of the Poor under the Orders, Rules, and Regulations issued by the Poor Law Commissioners and the Poor Law Board, pursuant to the provisions of the Poor Law Amendment Act, and into the operation of the Laws relating to the Relief of the Poor;——Have considered the matters to them referred, and agreed to the following REPORT:—

That it is expedient that the Poor Law Board should be continued for a year, and to the end of the then next Session of Parliament, and that this Committee should be re-appointed at an early period of the ensuing Session.

23 June 1863.

REPORT

FROM THE

SELECT COMMITTEE

ON

POOR RELIEF.

Ordered, by The House of Commons, *to be Printed*,
23 *June* 1863.

383.

Under 1 *oz.*

FIRST

REPORT

FROM THE

COMMITTEE

OF

PUBLIC ACCOUNTS;

WITH

AN APPENDIX.

Ordered, by The House of Commons, *to be Printed,*
19 *May* 1863.

Lunæ, 23° *die Februarii*, 1863.

Ordered, That the Committee of Public Accounts do consist of the following Members:—

Sir Francis Baring.
Mr. Edward Pleydell Bouverie.
Sir Stafford Northcote.
Mr. Peel.
Mr. George Carr Glyn.
Mr. Cobden.
Sir Henry Willoughbly.
Mr. Howes.
Mr. Walpole.

Martis, 19° *die Maii*, 1863.

Ordered, That the Committee have power to report their Observations from time to time to the House.

FIRST REPORT - - - - - - - - - - - p. iii

APPENDIX - - - - - - - - - - - - p. 1

FIRST REPORT.

THE COMMITTEE for the Examination of the Accounts, showing the appropriation of the Sums Granted by Parliament to meet the Public Expenditure;——HAVE made progress in the matters to them referred, and have agreed to the following FIRST REPORT:

YOUR Committee have commenced their proceedings by ascertaining the steps that have been taken since April 1862 to carry into effect the recommendations contained in their former Reports. The papers furnished to them by the Audit Office and the Treasury will be found in the Appendix. Your Committee will state what steps have been taken upon each of the Reports presented by them to the House in the course of the last two Sessions.

The First Report of 1861 related to the Revenue Accounts. The greater part of the recommendations contained in that Report have been carried out, and the remainder are in progress. Reports of 1861.

The suggestions of the Second Report, respecting the Office of Works, have been carried out.

The Third Report made proposals respecting the Treasury Chest. These were embodied in an Act of Parliament in 1861.

Observations were contained in that Report respecting the mixed Army Accounts of Imperial and Indian Army Expenditure. Your Committee now understand that the War Office have undertaken to examine these accounts, and to prepare an account as a basis of a settlement of those Indian charges.

The Fourth Report respecting the Civil Contingencies has been carried out.

In the Fifth Report the importance was pointed out of an early audit of all accounts, and of the Audit Reports being laid before Parliament without delay. Your Committee will postpone any remarks on this subject until they come to the Reports of 1862.

The Fifth Report also commented on the insufficient and unsatisfactory state of the audit of the monies voted for Civil Services.

The form in which the Votes for the Civil Services were taken last year will enable an effective Appropriation Audit to be instituted, and must be considered as an important step in the right direction.

It does not appear that any further steps on this subject have been taken by the Treasury this year. On the subject of an Audit of the Accounts of the Comptroller of the Exchequer, to which allusion has been made in their former Reports, your Committee refer to the Memorandum of the Treasury on that subject.

Your Committee now turn to the Reports of 1862. Reports of 1862.

The First Report was occupied by a summary of the measures taken to carry out the recommendations of 1861.

The Second Report recommended that the powers of transfer from the surpluses on the Army and Navy Votes to meet deficiencies, should be continued; but that such transfer should be considered as temporary advances, and should require the sanction of Parliament. This very important recommendation has been carried out by an alteration in the Appropriation Act of 1862. A Treasury Minute regulating the mode of proceeding under the new law has been issued, and laid before Parliament.

The Third Report contained suggestions respecting the Navy and Army Estimates.

Navy.

Vote 1. The existing mode of estimating the wages of the men was stated to be defective, and under consideration.

Vote 3. A further audit check was proposed on the expenditure for the establishment of the Admiralty Office.

Vote 11. It was recommended that some rule should be laid down to distinguish the expenditure on works which might be charged to the Contingency item included in this Vote.

And, lastly, your Committee proposed that with the annual Estimates an additional account should be presented, showing the estimated expenditure divided under the heads under which it appears in the Departmental Ledger.

From the papers in the Appendix it appears that the suggestion respecting the Third Vote has been attended to, and it has been proposed by the Treasury to extend this check to the similar expenditure in the Army Estimates. The Reports of the Audit Office on this subject are now with the Treasury.

The Treasury have also directed, by Minute of the 27th January 1863, a copy of which was laid before the House of Commons, in pursuance of an Order dated the 17th February 1863, that the Estimate, or Statement of the sums required to make good the deficiencies upon the Grants for each year, should be accompanied by a statement of the "Expenditure under each of the subordinate heads of service into which the Votes are divided in the departmental books, contrasted with the sums estimated for each, and showing, in columns, the excess of estimate or of expenditure, as the case may be, under each subordinate head." (*See* Parliamentary Paper, No. 52, of Session 1863.)

The account referred to by your Committee, viz., a classified statement of the Estimates as shown under the head opened in the Departmental Ledgers, will therefore be laid before the House; but, instead of being presented with the general ordinary Estimates of the year, it will be annexed to the Deficiency Estimates, to be prepared under the provisions of the Act 25 & 26 Vict. c. 71, s. 26, and in which the expenditure to be compared with the Estimates can be given. Your Committee consider that such a classified statement might usefully be printed in addition with the ordinary annual Estimates.

Army.

1. The Committee pointed out the great inconvenience arising from the delay in presenting the Army Accounts, and recommended strongly that they should be presented at an earlier day, so that the accounts of the year last past should be printed in time for the discussion of the Estimates of the succeeding year.

This

This has not been effected this year; but the Army Accounts have been transmitted to the Auditors at an earlier period than usual, and it is hoped that next year the recommendation of the Committee may be carried out fully. Your Committee must repeat their opinion of the importance of this change.

2. Your Committee stated that difficulties arose in the audit of the Army Accounts from the defective form of the Estimates.

The Estimates for 1863-64 have been presented in a revised form. Your Committee, in their further inquiry into the Army Accounts, will have opportunities of ascertaining whether the difficulties which existed have been removed by the new form.

19 May 1863.

LIST OF APPENDIX.

Appendix, No. 1.

Memorandum detailing the Steps taken since 24th April 1862, further to carry out the Recommendations of the Select Committee on Public Accounts, 1861 and 1862 - - - - - - - - - - - - - - - p. 1

Appendix, No. 2.

Statement prepared at the request of the Right Honourable Sir F. T. Baring, describing the Steps taken by the Commissioners of Audit, since the 31st March 1862, to carry into effect the Recommendations of the Select Committee on Public Accounts, reported to the House of Commons in the Years 1861 and 1862 - - - p. 3

APPENDIX.

Appendix, No. 1.

MEMORANDUM detailing the Steps taken since 24th April 1862, further to carry out the Recommendations of the SELECT COMMITTEE on PUBLIC ACCOUNTS, 1861 and 1862. App. No. 1.

RECOMMENDATIONS of 1861.

1. *Appropriation Account of Revenue Departments.*

THE account for 1861-2, with Auditor's Report thereon, has been presented to Parliament during the present Session (Paper, No. 41), in accordance with the Act passed to give effect to this recommendation.

2. *Audit of Receipt Accounts of the several Revenue Departments.*

The Commissioners of Audit have reported to the Treasury on the system of check pursued in the Inland Revenue Department.

In this Report they state that "the check appears well calculated to ensure that the amount of taxes or duties assessed will be paid into the Exchequer or otherwise duly accounted for;" and they propose to detach an officer, as occasion may require, practically to test the Departmental Accounts. To this course the Treasury have given their approval, and instructed the Board of Inland Revenue accordingly. 11,598.

3. *Audit of Payment Accounts of the Revenue Departments.*

The Audit Office have reported that in the Customs the only defect in the audit of the Expenditure Accounts arose from the absence of certain sub-vouchers and bills of particulars relating to the Contingencies Account, and that the officers of Customs have undertaken to forward these documents in future with the Vote Account. 8497.

That in the Inland Revenue Department the only documents wanting to make the audit complete were authorities and vouchers for the payments by the receiving officers in Scotland, and in the country, and that these either had been or would be furnished under orders from the Board of Inland Revenue.

With reference to the Post-office Accounts, the Commissioners of Audit transmitted to the Treasury, on the 29th November last, copies of two letters, dated the 5th August and 14th November 1862, addressed by the Commissioners to the Postmaster General, and one from the Postmaster General, in reply, dated the 21st November 1862, on the subject of an additional detailed examination of certain classes of Post-office Expenditure. The Treasury referred these letters to the Postmaster General, on the 13th December 1862, for any observations which he might wish to submit to their Lordships on the subject; and it has been ascertained, on inquiry, that a very full report on the subject is nearly completed, which will be sent to the Treasury for consideration very shortly. 11,598. 17,545.

4. *Investigation of Mixed Account of Imperial and Indian Expenditure.*

The War Offices have undertaken to examine these, and to prepare an account as the basis of a settlement of these Indian charges. 8351.

5. *Civil Contingencies.*

A Treasury Minute has been issued creating the new Civil Contingencies Fund, recommended by the Committee, and directing the preparation of annual accounts, to be audited by the Commissioners of Audit, and laid before Parliament in accordance with the recommendation of the Committee. This account will exhibit the advances and repayments during the year, and the balance remaining to be recovered. 8054.

App. No. 1

RECOMMENDATIONS of 1862.

6. *Appropriation of Naval and Military Votes, and Mode of dealing with Deficiencies.*

THE Committee recommended in their Second Report "that the power of transfer from the surpluses to meet deficiencies should be continued; but that such transfers should be considered as temporary advances, and should require the subsequent sanction of Parliament."

THESE recommendations are embodied in the Appropriation Act of 1862, 25–26 Vict. c. 71, sec. 26; and form the subject of a Treasury Minute, dated 27th January 1863, which has been presented to the House of Commons in the present Session (Paper No. 52.)

7. *Audit of Expenditure for the Civil Establishments of the Admiralty and War Office.*

THE Committee recommended in their Third Report that some further check should be applied in order to confine the expenditure under Vote 3, Admiralty Office, within the amount actually voted.

17,825.

ON the 8th December last, the Treasury called the attention of the auditors to this passage of the Committee's Report, and requested them to suggest such arrangements as they might think best calculated to give effect to the recommendation, observing that although confined by the Committee to the Naval Department, it appeared equally applicable to the civil establishment of the War Office.

18,558.
798/63.

Correspondence has since passed respecting the extent to which the examination recommended by the Committee should be carried, and the subject is still under consideration.

8. *Army Accounts.*

THE Committee also recommended in their Third Report that the Army Account should be presented to Parliament, and printed in time for the discussion of the next year's Army Estimates.

The account for the year 1861–2 was forwarded to the Commissioners of Audit from the War Office, on 4th April 1863, and it was transmitted to the Treasury by the Commissioners on the 20th April 1863.

They also stated that a revision of the form of the Army Estimates appeared desirable.

The Estimates for the year 1863–4 have been presented to the House of Commons in a revised form.

The Committee further considered that the provisions of the Appropriation Act, which require that a statement of the cases in which the departments shall have obtained the sanction of the Treasury to any alteration in the sums appropriated to the respective Votes, and that copies of their representations should be laid before Parliament, with the Estimates of the succeeding year, should be enforced equally on the Army and Navy Departments; and stated that they saw no reason why the Army Detail Account should not accompany the Receipt and Expenditure Account, and be presented under the same regulations.

This subject has been dealt with in the Treasury Minute of 27th January 1863, previously referred to. (*See* Parliamentary Paper, No. 52, of Session 1863.)

Treasury Chambers,
25 April 1863.

George A. Hamilton.

Appendix, No. 2.

STATEMENT prepared at the request of the Right Honourable Sir *F. T. Baring*, describing the Steps taken by the COMMISSIONERS of AUDIT, since the 31st March 1862, to carry into effect the Recommendations of the SELECT COMMITTEE on PUBLIC ACCOUNTS, reported to the HOUSE of COMMONS in the Years 1861 and 1862.

REVENUE DEPARTMENTS.

Suggestions of the Committee.

THAT a portion of the receipt side of the Revenue Accounts should be checked in the Audit Office, with a view of testing the accuracy of the Departmental Examination.—(1st Report, 11th June 1861; paragraph 5.)

App. No. 2.

IN the statement which was last year laid by me before the Committee, it was observed that the Commissioners of Audit had been furnished with statements from the three principal revenue departments, explanatory of the system of check at present applied to the receipts of the several branches of revenue under the charge of those departments respectively, and that the preliminary examination of the statements in respect of stamps and taxes, had, at that date, viz., the 12th April last, been completed.

Since then the Board have completed their preliminary examination of the statements relating to the existing system of check over the remaining branches of Revenue under the Inland Revenue Department, viz., Income-tax, Excise, and Legacy and Succession duty, and have reported the result of that examination to the Treasury in two reports, dated respectively the 30th May 1862, and 29th July 1862. In the last report, the Board suggested that they might be authorised to detach an officer from their department for the purpose of practically testing the sufficiency of the existing system of check over the receipts of the various branches of Inland Revenue.

R. 210/62.
R. 294/62.

Their Lordships concurred in this suggestion by a letter dated the 24th September 1862, and the requisite preliminary arrangements having been made with the Commissioners of Inland Revenue, the proposed scheme of examination and check is now being carried into effect, under instructions (herewith appended), which were furnished by the Board of Audit for the guidance of the officer employed by them on this duty.

A. O. 1387.

With regard to the proposed check on the receipts of Customs Revenue, the statements furnished by the Board of Customs, with a view of explaining their actual system of check, have been carefully examined. Frequent personal communications in relation thereto have taken place between the inspector in charge of the Customs Accounts in the Audit Office, and the Comptroller-general and Examining Officers of the Customs; and the Commissioners of Audit, have reason to believe that they will shortly be in a position to establish a mode of practically testing the system at present in force, for checking the receipts of Customs Revenue, similar to that which is at present in operation in the Department of Inland Revenue.

App. No. 2.

Suggestions of the Committee.

The Committee call attention to the circumstance that some portions of the expenditure of the Revenue Departments, do not come under the detailed examination of the Audit Board, with a view to these defects being remedied.—(Report, 11 June 1861, paras. 6 and 7).

In the statement submitted to the Committee last year, it was observed that arrangements had been concluded with both the Customs Department and the Board of Inland Revenue, for the transmission to the Audit Office of whatever vouchers and documents were necessary, in order to enable the Board of Audit to establish a complete detailed check over every branch of the expenditure of those departments.

The adoption of a similar arrangement with regard to the Post Office, was a matter of far greater difficulty, and involved the necessity of providing for the transmission to the Audit Office of the vouchers and authorities relating to the Establishment charges (amounting to about 700,000 *l.* annually), of the several provincial post offices, scattered over the United Kingdom.

This subject has occupied much of the time and attention of the Board during the early part of last year; and after some preliminary communication with the Post Office authorities, the Board addressed to the Post Office, on the 5th August last, a letter containing a definite proposal for giving practical effect to what the Board conceived to be the desire of the Committee; viz., that the expenditure in question should be subjected to examination in the Audit Office. In reply to a further letter to the Post Office on the same subject, dated the 14th November last, the Board received a communication from Sir Rowland Hill, dated the 21st November last, stating that "the Receiver and Accountant General of the Post Office has been for some time past so much occupied with a special duty of a pressing nature connected with the Post Office Savings Banks, that he has not yet been able to prepare the Report which the Postmaster General had called upon him to furnish on the subject of the audit of the Post Office accounts, but that as that duty is completed, the matter will now be brought forward without delay."

L. 987/62.

L. 1289/62.

A. O. 1686/62.

Suggestions of the Committee.

That the Board of Audit should present to Parliament Appropriation Accounts of the three principal revenue departments.—(Report, 11 June 1861).

The 24th and 25th Vict. cap. 93, having been passed with a view of giving the sanction of the Legislature to this recommendation, the Board of Audit have, in accordance with the requirements of that Act, transmitted to the Treasury, for submission to Parliament, the Appropriation Accounts of the Post Office, Inland Revenue, and Customs for the financial year 1861-2, as prepared by each of those departments, together with the Board's Reports thereon, dated respectively the 7th, 10th, and 11th February last.

R. 63/63.
67/63.
70/63.

The non-effective services of the Revenue Departments being provided for in one Vote, which is common to the three departments, the Board reported separately on the Appropriation Account of that Vote on the 11th February last.

R. 71/63.

CIVIL CONTINGENCIES.

App. No. 2.

Suggestions of the Committee.

That Accounts of the Civil Contingencies Fund, similar to the Account of the Treasury Chest, should be prepared by the Treasury, and be forwarded by them with the necessary vouchers to the Audit Office, and that the auditors should present such accounts annually to Parliament, with such observations as they may think fit.—(4th Report of the 19th July 1861).

The attention of the Board was specially called to these suggestions by a letter from the Treasury, dated the 23d May 1862, accompanying a Treasury Minute, which had been adopted with a view of carrying them into effect.

In this minute their Lordships state that it is their intention to transmit to the Commissioners of Audit for examination, on or before the 30th April in each year, certain accounts (the nature of which is particularly described in the Minute) exhibiting the various transactions of the Civil Contingencies Fund. Their Lordships request that after these accounts have been sent, the Commissioners will return them to the Treasury as soon as possible after the examination of them is completed, with such remarks thereon as the Commissioners may wish to offer, in order that the same may be submitted by their Lordships for the information of Parliament.

ARMY AND NAVY ACCOUNTS.

Suggestions of the Committee.

That the Audit Office should not only require the authority of the Board of Admiralty for the payment of salaries and wages under Vote 3, but ascertain whether the proper sanction has been given by Order in Council, or by the Treasury, as the case may be.—(Report of Session 1862, 9th July 1862).

R. 11/63.
R. 52/63.

A. O. 1762/62, 8th December 1862.
R. 440/62, 20th „
A. O. 1872/62, 29th „
R. 11/63, 15th January 1863.
A. O. 118/63, 22d „
R. 52/63, 27th „

This recommendation was brought under the consideration of the Commissioners of Audit by a Treasury Letter, dated 8th December 1862, and the Commissioners were directed to report to their Lordships the arrangements which might, in their opinion, be best calculated to give effect to it. Their Lordships further observed, that although the recommendation was confined to the Navy Accounts, it appeared to be equally applicable to the expenditure of the Civil Establishments of the War Office. A Report, dated the 20th December last, having been addressed by the Audit Office to the Treasury, with a view of ascertaining the limits which it was intended to assign to the proposed examination, a correspondence ensued, which resulted in two Reports, dated respectively the 15th January 1863, and the 27th January 1863, in which the Commissioners of Audit submitted the outline of a detailed scheme for the purpose of carrying into effect the recommendation of the Committee.

These Reports are now before the Treasury for their Lordships' consideration.

Edward Romilly.

Audit Office,
16 March 1863.

App. No. 2.

INSTRUCTIONS for the guidance of the EXAMINER charged with the duty of testing the Sufficiency of the CHECKS on the RECEIPTS of REVENUE in the INLAND REVENUE DEPARTMENT.

THE object of the proposed examination is to ascertain:—First, whether the system of Check and Counter-check, applied to the receipts of each branch of the Inland Revenue, is such as to afford the means of tracing the amount of each assessment, either into the Exchequer, or to its legal abatement or remission; and, secondly, whether the system professedly followed is practically observed:

For this purpose,—

1. You will attend at the office of Inland Revenue, at such times as the Board may direct.

2. In each branch of the revenue under the management of the Board of Inland Revenue, you will yourself select from the books or documents in which the assessments are first made or entered, such a number of assessments as may be determined by the Board, or by the Inspector of the Inland Revenue Account: you will trace the amount of each assessment so selected, through the several stages of Check and Counter-check, and through the several books in which it has to be entered in its progress to the General Abstract of Receipts; and you will see that the totals of these abstracts are properly carried to the monthly accounts rendered to this office.

1862.
* No. 153, 13th May, Excise.
„ 163, 23d May, Legacy Duty.
„ 169, 14th June, Stamps.
„ 187, 15th July, Income and Assessment Taxes.

3. In these operations you will take, as your general guide, the Memoranda enclosed in the Reports to the Board, noted in the margin.

4. You will avail yourself of the practical experience you may gain, whilst engaged on this duty, to point out any defects in the existing system of Check, or to make any suggestions that may seem to you calculated to render that system more efficient.

5. If in any case you should require more particular instructions than those herein contained, you will apply to your inspector for them; and you will conduct the examination generally under his superintendence.

6. You will report in writing the result of your examination, and also any remarks or suggestions which you may have to make, in accordance with rule 4, to your inspector, who will lay the same before the Board, with such observations as he may think fit.

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* These documents are memoranda explanatory of the details of the system of examination to be applied by the Examiner to the receipts in respect of each Branch of Inland Revenue.

SECOND

REPORT

FROM THE

COMMITTEE

OF

PUBLIC ACCOUNTS;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE,

MINUTES OF EVIDENCE,

AND APPENDIX.

Ordered, by The House of Commons, *to be Printed,*
2 *June* 1863.

Lunæ, 23° *die Februarii*, 1863.

Ordered, That the Committee of Public Accounts do consist of the following Members:—

Sir Francis Baring.
Mr. Edward Pleydell Bouverie.
Sir Stafford Northcote.
Mr. Peel.
Mr. George Carr Glyn.
Mr. Cobden.
Sir Henry Willoughby.
Mr. Howes.
Mr. Walpole.

Martis, 19° *die Maii*, 1863.

Ordered, That the Committee have power to report their Observations from time to time to the House.

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SECOND REPORT.

THE COMMITTEE for the Examination of the Accounts, showing the appropriation of the Sums Granted by Parliament to meet the Public Expenditure ——HAVE made further progress in the matters to them referred, and have agreed to the following SECOND REPORT:

TOWARDS the close of the Third Report of last year, Your Committee made some remarks on the accounts of the payments for the Vote of Credit in the year ending 31st March 1860. From these, it appeared that on the 31st March 1860 certain sums were transferred in the books of the Paymaster from the Vote of Credit as imprests for the Navy and Army Services; while in the annual Exchequer account made up to the same day, the whole of the Vote was entered as an Exchequer credit, and remained untouched at the Bank. Your Committee stated that there appeared to exist some confusion in these accounts, although they had no doubt that the whole Vote of 850,000 *l.* was ultimately paid over to the Navy and Army Services.

The Chancellor of the Exchequer considered that the effect of this Report would be to produce an impression in the public mind that there was something questionable or ambiguous, if not something irregular, in the manner in which the Vote of Credit was dealt with by the Finance Department of the Treasury. Accordingly he was examined before Your Committee, at his own request, and made a statement in explanation of the transaction. Your Committee also examined Mr. Foster, Assistant Paymaster General.

Your Committee will give the result of their further inquiry.

Soon after the meeting of Parliament, the Government being aware that an expenditure had been incurred by the Naval and Military Departments on account of the China War, for which no provision had been made in the ordinary Grants for those Services in the preceding Session of Parliament, submitted an Estimate to the House of Commons, on the 21st February 1860, to enable them to meet the excess of expenditure in the year 1859–60, which the hostilities in China were expected to occasion. A Vote in Supply of 850,000 *l.* for this Service was reported on the 19th March 1860.

Under the legal restrictions applicable to Votes in Supply, no actual issue out of the Vote of Credit could be made at the Exchequer until Parliament had appropriated Ways and Means from which the issue could be legally met. It became necessary, therefore, to vote a sum in Committee of Ways and Means to cover the additional Vote in Supply, for the year 1859-60: this Vote of Ways and Means was reported on the 21st March 1860.

Votes of Ways and Means (which are authorities to take monies out of the Consolidated Fund), unlike Votes in Supply, have not legal effect until an Act has been passed confirming the grant of Ways and Means. The delay which was occasioned by the necessity of obtaining a Ways and Means Act to sanction the issue of the amount of the Vote of Credit out of the Consolidated Fund in the year for which it was granted, postponed the day on which the issue could be legally made at the Exchequer until the 31st March 1860, the last day of the financial year 1859-60. Owing to this delay, the Vote in Supply became in effect a Deficiency Vote, and therefore applicable to make good an expendi-

ture already defrayed, and not, as in all ordinary cases, a provision to meet prospective expenditure. It is necessary to keep this distinction in view, because the ambiguity or apparent inconsistency in the Accounts to which your Committee referred in their Third Report of last Session, arises in a great measure from the special character of the Vote.

The Ways and Means Act which granted authority to the Treasury to direct the issue of the amount of the Vote of Credit, £. 850,000, out of the Consolidated Fund, received the Royal Assent on the 31st March 1860, the last day of the financial year to which the Vote in Supply was applicable; the Exchequer Credit at the Bank, or issue, was granted to the Paymaster General on the same day; thus the amount of the Vote passed from the available Balance of the Exchequer, and became part of the Fund placed at the disposal of the Paymaster General. On receipt of the advice of the Exchequer Credit, or authority to draw the amount of the Vote of Credit, the Paymaster General placed that amount to the credit of the Treasury Chest in his books.

On the same day the Treasury directed the Paymaster to make transfers in his books of 250,000 *l.* to the Navy, and of 500,000 *l.* to the Army Services, from the Treasury chest.

The monies required by the Navy and Army Services abroad are advanced from the Treasury chest, and repaid from time to time out of the Votes for the respective services.

In consequence of the expenses of the China war, the Navy and Army Services were largely indebted to the Treasury chest on the 31st March 1860. The object, therefore, was to put the two services in funds, and to enable them to repay the advances made by the Treasury chest. This was effected in the Pay Office books without in any way appearing in the account of the Exchequer or Bank. The Paymaster credited the Treasury chest with the whole sum of 850,000 *l.*; he then made the transfers in his books to the Army and Navy Services, in conformity with the Treasury directions: thus leaving 100,000 *l.* in the Treasury chest to meet any further expenses of the war.

The course pursued is stated by Mr. Foster to be in conformity with the regulations for the Paymaster's Office laid before the House of Commons in 1849.

In this transaction it was not necessary to exhaust the Exchequer credit. The expenditure had already been incurred, and no monies were actually required by the transfers in the books of the Paymaster.

The Exchequer credit was not drawn until some days after the 31st March, but was transferred to the drawing and the bill accounts of the Paymaster by write-offs between the 4th and 12th of April, and became applicable to the general expenditure.

Such application was the usual practice authorised by the Treasury, and was in conformity with the recommendation of the Public Monies Committee, who, after much consideration, approved of the Pay Office practice of applying the monies in the hands of the Paymaster to the payment of the general expenditure, without reference to the Exchequer credits from which the monies have been transferred, provided the service had been voted by Parliament, and the Vote was not exceeded.

From the explanations given by the Chancellor of the Exchequer and the Assistant Paymaster General, it would appear that the course adopted by the Paymaster General with respect to the Exchequer Credit, and the transfers referred to, was in strict accordance with the Treasury Minutes of the 28th March 1838 and 22d December 1848, copies of which were submitted to Parliament in the years 1841 and 1849, and again in the year 1855.

In calling attention, in their Third Report of last Session, to apparent inconsistencies in the accounts which are required to be submitted periodically to Parliament, under distinct Acts of Parliament, and for different objects, Your Committee did not intend to question the regularity of the proceedings of the Government, or of any department of Government, in respect of the manner

in

in which the Vote of Credit had been dealt with, or in respect of its final appropriation to the purposes for which it was granted. Since then an account has been laid before Parliament (Paper No. 175 of the present Session), which shows the final appropriation of the Vote of Credit of 850,000 *l.* for the China war, as well as of the subsequent Votes of Credit for the same service.

Your Committee thought it right to draw attention to an apparent confusion in the mode in which the accounts relating to the Vote of Credit were made up. Your Committee referred to the apparent difference which appeared to exist between the Exchequer Statement of Balances, on 31 March 1860, those of the Pay Office at the same date, and the Receipt and Expenditure Accounts of the Auditors for the year 1859–60. The *Cash* or Credit Balances at the Paymaster General's disposal agreed in the accounts, both of the Pay Office and the Exchequer, and included a balance of 850,000 *l.* of the Credit granted for the China war. The *Service* Balances of the Paymaster General (which are the balances applicable to the several services after appropriating the *cash* to those services to which it appertains) showed no balance specially available for the China war; but this was because such balance had merged in that of the Treasury Chest Fund, through which fund all the advances for the China war and the repayments or transfers to Army and Navy had been made.

The Committee on Public Monies, while approving the practice of the Treasury above mentioned, accompanied their approval with certain recommendations.

They recommended that the Paymaster should be required to make up, for the Commissioners of Audit, accounts to the end of every month, showing the balances for or against every head of service.

That monies in deposit in the Pay Office should be carried to a separate account at the Bank, as they neither formed part of the public revenue, nor were voted by Parliament as Ways and Means.

That, in order to strengthen the check upon the Government in regard to issues of money for any services whatever in excess of the sums voted by Parliament, they recommended that all payments of the Paymaster General should be checked from day to day in the department, in which they are authorised or made, by an officer appointed by the Commissioners of Audit.

In the course of the inquiry, it has appeared that these recommendations have not all been carried out.

2 *June* 1863.

PROCEEDINGS OF THE COMMITTEE.

Veneris, 6° die Martii, 1863.

MEMBERS PRESENT:

Sir Francis Baring.	Mr. Glyn.
Mr. Bouverie.	Sir H. Willoughby.
Mr. Walpole.	Mr. Peel.
Mr. Howes.	Mr. Cobden.

Sir FRANCIS BARING was called to the Chair.

THE Committee deliberated, and the Chairman was instructed to communicate with the Treasury and the Audit Office, and to request that they would furnish to the Committee information as to the particulars and the degree in which the recommendations made by the Committee had been carried.

The following letter from the Chancellor of the Exchequer was read, and ordered to be printed :—

"11, Carlton House Terrace, 14 February 1863.

"My dear Sir F. Baring,

"I HAVE read with attention the Report of the Committee on Public Accounts, in which it refers to the Vote of Credit for China, Session 1860.

"I think the effect of the Report will be to produce an impression in the public mind that there was something questionable or ambiguous, if not something irregular, in the manner in which that Vote of Credit was dealt with by the Finance Department of the Treasury.

"Both individually, and as a Minister, I take a cordial interest in the success of the endeavour, with which your own name is particularly and honourably associated, to give completeness to our system of Parliamentary control over the public monies by means of the Committee of Public Accounts.

"It is, therefore, alike important that in the management of a highly technical system of account, bound by the most rigid formalities, the financial officers of the Treasury should have the unequivocal support of the Committee when they are right, and should encounter its animadversions when they are wrong, and bear the discredit attaching to any censure for so high an authority.

"I am desirous to state to the Committee my opinion that the work of proceeding with the Vote of 850,000 *l.* was entirely regular, and to make myself fully responsible for it; and I am quite satisfied that it will be my fault, and that of no one else, if I fail to make this clear to the Committee.

"I confess, I think, though this need form no part of my evidence, that the proceedings supply a good example of the care, promptitude, and precision, with which a very different system is worked by our financial officers.

"You will much oblige me by making this letter known to the Committee, and I trust the Committee will not think I am intrusive in requesting a day may be appointed at their convenience, on which I may appear before them for the purpose I have named.

"I remain, &c.
(signed) *W. E. Gladstone.*"

"Right Hon. Sir F. T. Baring, Bart., M.P.,
&c. &c. &c."

[Adjourned to Friday, 20th March, at One o'clock.

Veneris, 20° *die Martii*, 1863.

MEMBERS PRESENT:

Sir FRANCIS BARING in the Chair.

Sir Stafford Northcote.	Sir Henry Willoughby.
Mr. Glyn.	Mr. Walpole.
Mr. Howes.	

The Committee examined the Chancellor of the Exchequer (Mr. *Gladstone*).

[Adjourned to Monday, at One o'clock.

Lunæ, 20° *die Aprilis*, 1863.

MEMBERS PRESENT:

Sir FRANCIS BARING in the Chair.

Sir Stafford Northcote.	Mr. Howes.
Sir Henry Willoughby.	Mr. Peel.
Mr. Glyn.	

The Committee examined Mr. *Foster*, Deputy Paymaster General.

[Adjourned to Monday next, at One o'clock.

Lunæ, 27° *die Aprilis*, 1863.

MEMBERS PRESENT:

Sir FRANCIS BARING in the Chair.

Sir Stafford Northcote.	Mr. Peel.
Mr. Walpole.	Sir Henry Willoughby.
Mr. Glyn.	Mr. Bouverie.
Mr. Howes.	

The Committee deliberated on the subject of a Draft Report.

The Committee then examined Mr. *Brown*, Accountant General of the Army, and Mr. *Whiffen*.

[Adjourned to Monday next, at One o'clock.

Lunæ, 4° *die Maii*, 1863.

MEMBERS PRESENT:

Sir FRANCIS BARING in the Chair.

Sir Stafford Northcote.	Sir Henry Willoughby.
Mr. Glyn.	Mr. Peel.
Mr. Howes.	Mr. Bouverie.

The Committee deliberated.

[Adjourned to Monday, at One o'clock.

Lunæ, 11° *die Maii*, 1863.

MEMBERS PRESENT:

Sir FRANCIS BARING in the Chair.

Mr. Howes.	Mr. Peel.
Mr. Glyn.	Sir H. Willoughby.
Sir Stafford Northcote.	Mr. Walpole.
Mr. Bouverie.	

The following Draft of a first proposed Report was brought up, and read 1° (Sir *Francis Baring*):

"Your Committee have commenced their proceedings by ascertaining the steps that have been taken since April 1862 to carry into effect the recommendations contained in their former Reports. The papers furnished to them by the Audit Office and the Treasury will be found in the Appendix.

"The First Report of 1861 related to the Revenue Accounts. The greater part of the recommendations contained in that Report have been carried out, and the remainder are in progress.

"The suggestions of the Second Report, respecting the Office of Works, have been carried out.

"The Third Report made proposals respecting the Treasury Chest. These were embodied in an Act of Parliament in 1861.

"Observations were contained in that Report respecting the mixed Army Accounts of Imperial and Indian Army Expenditure. We now understand that the War Office have undertaken to examine these accounts, and to prepare an account as a basis of a settlement of those Indian charges.

"The Fourth Report respecting the Civil Contingencies has been carried out.

"In the Fifth Report of 1861, the importance was pointed out of an early audit of all accounts, and of the Audit Reports being laid before Parliament without delay. Your Committee will postpone any remarks on this subject until they come to the Reports of 1862.

"The Fifth Report also commented on the insufficient and unsatisfactory state of the audit of the Civil Service Votes.

"The form in which the Votes for the Civil Services were taken last year will enable the Audit to be effective when such audit is instituted, and must be considered as an important step in the right direction.

"It does not appear that any further steps on this subject have been taken by the Treasury this year. The accounts of the Controller of the Exchequer, pointed out in 1861 and 1862, remain without audit.

"Your Committee now turn to the Reports of 1862.

"The First Report was occupied by a summary of the measures taken to carry out the recommendations of 1861.

"The Second Report recommended that the powers of transfer from the surpluses on the Army and Navy Votes to meet deficiencies, should be continued; but that such transfer should be considered as temporary advances, and should require the sanction of Parliament. This very important recommendation has been carried out by an alteration in the Appropriation Act of 1862. A Treasury Minute regulating the mode of proceeding under the new law has been issued, and laid before Parliament.

"The Third Report contained suggestions respecting the Navy and Army Estimates.

Navy.

"Vote 1. The existing mode of estimating the wages of the men was stated to be defective, and under consideration.

"Vote 3. A further audit check was proposed on the expenditure for the establishment of the Admiralty Office.

"Vote 11. It was recommended that some rule should be laid down to distinguish the expenditure on works which might be charged to the Contingency Fund.

"And, lastly, your Committee proposed that with the annual Estimates an additional account should be presented, showing the estimated expenditure divided under the heads under which it appears in the Departmental Ledger.

"From

"From the papers in the Appendix, it appears that the suggestion respecting the Third Vote has been attended to, and it has been proposed by the Treasury to extend this check to the similar expenditure in the Army Estimates. The Reports of the Audit Office on this subject are now with the Treasury.

"The Paper from the Treasury does not state that any of the other recommendations have been carried out.

Army.

"1. The Committee pointed out the great inconvenience arising from the delay in presenting the Army Accounts, and recommended strongly that they should be presented at an earlier day, so that the Accounts of 1861–62 should be printed in time for the discussion of the Estimates of 1862–63.

"This has not been effected this year; but the Army Accounts have been transmitted to the Auditors at an earlier period than usual, and it is hoped that next year the recommendation of the Committee may be carried out fully. Your Committee must repeat their opinion of the importance of this change.

"2. Your Committee stated that difficulties arose in the audit of the Army Accounts from the defective form of the Estimates.

"The Estimates for 1863–64 have been presented in a revised form. Your Committee, in their further inquiry into the Army Accounts, will have opportunities of ascertaining whether the difficulties which existed have been removed by the new form."

The further consideration of this Report was postponed.

A Draft of a proposed Second Report was brought up, and read 1°, as follows:

"Towards the close of the Third Report of last year, your Committee made some remarks on the accounts of the payments for the Vote of Credit in the year ending 31st March 1860. From these, it appeared that on the 31st March 1860 certain sums were transferred in the books of the Paymaster from the Vote of Credit as imprests for the Navy and Army services; while in the annual Exchequer account made up to the same day, the whole of the Vote was entered as an Exchequer credit, and remained untouched at the Bank. Your Committee stated that there appeared to exist some confusion in these accounts, although they had no doubt that the whole Vote of 850,000*l.* was ultimately paid over to the Navy and Army Services.

"The Chancellor of the Exchequer considered that the effect of this Report would be to produce an impression in the public mind that there was something questionable or ambiguous, if not something irregular, in the manner in which the Vote of Credit was dealt with by the Finance Department of the Treasury. Accordingly he was examined before your Committee, at his own request, and made a statement in explanation of the transaction. Your Committee also examined Mr. Foster, Assistant Paymaster General.

"Your Committee will give the result of their further inquiry.

"Soon after the meeting of Parliament, the Government being aware that an expenditure had been incurred by the Naval and Military Departments on account of the China War, for which no provision had been made in the ordinary Grants for those Services in the preceding Session of Parliament, submitted an Estimate to the House of Commons, on the 21st February 1860, to enable them to meet the excess of expenditure in the year 1859–60, which the hostilities in China were expected to occasion. A Vote in Supply of 850,000*l.* for this Service was reported on the 19th March 1860.

"Under the legal restrictions applicable to Votes in Supply, no actual issue out of the Vote of Credit could be made at the Exchequer until Parliament had appropriated Ways and Means from which the issue could be legally met. It became necessary, therefore, to vote a sum in Committee of Ways and Means to cover the additional Vote in Supply, for the year 1859–60; this Vote of Ways and Means was reported on the 21st March 1860.

"Votes of Ways and Means (which are authorities to take monies out of the Consolidated Fund), unlike Votes in Supply, have not legal effect until an Act has been passed confirming the grant of Ways and Means. The delay which was occasioned by the necessity of obtaining a Ways and Means Act to sanction the issue of the amount of the Vote of Credit out of the Consolidated Fund in the year for which it was granted, postponed the day on which the issue could be legally made at the Exchequer until the 31st March 1860, the last day of the financial year 1859–60. Owing to this delay, the Vote in Supply became in effect a Deficiency Vote, and therefore applicable to make good an expenditure already defrayed, and not, as in all ordinary cases, a provision to meet prospective expenditure. It is necessary to keep this distinction in view, because the ambiguity or apparent inconsistency in the Accounts to which your Committee referred in their Third Report of last Session, arises in a great measure from the special character of the Vote.

"The Ways and Means Act which granted authority to the Treasury to direct the issue of the amount of the Vote of Credit, 850,000*l.*, out of the Consolidated Fund, received the

Royal Assent on the 31st March 1860, the last day of the financial year to which the Vote in Supply was applicable; the Exchequer Credit at the Bank, or issue, was granted to the Paymaster General on the same day; thus the amount of the Vote passed from the available balance of the Exchequer, and became part of the Fund placed at the disposal of the Paymaster General. On receipt of the advice of the Exchequer Credit, or authority to draw the amount of the Vote of Credit, the Paymaster General placed that amount to the credit of the Treasury Chest in his books.

"On the same day the Treasury directed the Paymaster to make transfers in his books of 250,000*l.* to the Navy, and of 500,000*l.* to the Army Services, from the Treasury Chest.

"The monies required by the Navy and Army Services abroad are advanced from the Treasury Chest, and repaid from time to time out of the Votes for the respective services.

"In consequence of the expenses of the China War, the Navy and Army Services were largely indebted to the Treasury Chest on the 31st March 1860. The object, therefore, was to put the two services in funds, and to enable them to repay the advances made by the Treasury Chest. This was effected in the Pay Office books without in any way appearing in the account of the Exchequer or Bank. The Paymaster credited the Treasury Chest with the whole sum of 850,000*l.*; he then made the transfers in his books to the Army and Navy Services, in conformity with the Treasury directions, thus leaving 100,000*l.* in the Treasury Chest to meet any further expenses of the war.

"The course pursued is stated by Mr. Foster to be in conformity with the regulations for the Paymaster's Office laid before the House of Commons in 1849.

"In this transaction it was not necessary to exhaust the Exchequer credit. The expenditure had already been incurred, and no monies were actually required by the transfers in the books of the Paymaster.

"The Exchequer credit was not drawn until some days after the 31st March, but was transferred to the drawing and the bill accounts of the Paymaster by write-offs between the 4th and 12th of April, and became applicable to the general expenditure.

"Such application was the usual practice authorised by the Treasury, and was in conformity with the recommendation of the Public Monies Committee, who, after much consideration, approved of the Pay Office practice of applying the monies in the hands of the Paymaster to the payment of the general expenditure, without reference to the Exchequer credits from which the monies have been transferred, provided the service had been voted by Parliament, and the Vote was not exceeded.

"From the explanations given by the Chancellor of the Exchequer and the Assistant Paymaster, it would appear that the transactions of the Pay Office were justified by the regulations of 1849 and the practice of the Treasury, approved by the Committee on Public Monies.

"The facts stated in the Third Report of your Committee are correct.

"The Committee on Public Monies, when they gave their approval to the practice of the Treasury above mentioned, accompanied that approval with certain recommendations to check the action of the Pay Office.

"They recommended that the Paymaster should be required to make up, for the Commissioners of Audit, accounts to the end of every month, showing the balances for or against every head of service.

"That monies in deposit in the Pay Office should be carried to a separate account at the Bank, as they neither formed part of the public revenue, nor were voted by Parliament as Ways and Means.

"That in order to strengthen the check upon the Government in regard to issues of money for any services whatever in excess of the sums voted by Parliament, they recommended that all payments of the Paymaster General should be checked from day to day in the department, in which they are authorised or made, by an officer appointed by the Commissioners of Audit.

"In the course of the inquiry, it has appeared that these recommendations have not been carried out; and your Committee consider they deserve the attention of the Government."

Question, "That the proposed Second Report be now read 2°, paragraph by paragraph," put:—Amendment proposed to leave out the paragraphs from paragraph 1 to the end of paragraph 16, in order to insert the words—

"In the concluding part of their Third Report, in the last Session of Parliament, your Committee called attention to an Exchequer Issue which had been made at the close of the financial year 1859-60, on account of the Vote of Credit for naval and military operations in China for that year; and they expressed their opinion that some confusion appeared to exist in the accounts of the payments from that Vote; and they further stated that they could not follow up an inquiry into the apparent differences in certain Returns laid before Parliament relating to that Vote at that advanced period of the Session (the

end

end of July) without embarking on an investigation which they could not have brought to any useful result.

" The Chancellor of the Exchequer considered that the comments of your Committee, addressed to the House of Commons in the Report above referred to, were calculated to produce an impression that there was some irregularity in the mode in which that Vote of Credit was dealt with by the Treasury. He was therefore examined at his own request, before your Committee, for the purpose of affording those explanations which, he believed, would remove any doubts which might exist as to the perfect regularity of the proceedings of the Government with reference to the application of that Vote.

" Your Committee have also examined Mr. Foster, the Assistant Paymaster General, on the same subject.

" From the evidence taken before your Committee in the last Session of Parliament, and from the additional evidence since given by the Chancellor of the Exchequer, and by Mr. Foster, the Assistant Paymaster General, your Committee are enabled to offer the following explanation of the course of proceeding adopted with the Vote of Credit referred to.

" Soon after the meeting of Parliament, the Government being aware that an expenditure had been incurred by the Naval and Military Departments on account of the China War, for which no provision had been made in the ordinary Grants for those Services in the preceding Session of Parliament, submitted an Estimate to the House of Commons on the 21st February 1860, to enable them to meet the excess of expenditure in the year 1859–60, which the hostilities in China were expected to occasion. A Vote in Supply of 850,000 *l.* for this Service was reported on the 19th March 1860.

" Under the legal restrictions applicable to Votes in Supply, no actual issue out of the Vote of Credit could be made at the Exchequer until Parliament had appropriated Ways and Means from which the issue could be legally met. It became necessary, therefore, to Vote a sum in Committee of Ways and Means to cover the additional Vote in Supply for the year 1859-60: this Vote of Way and Means was reported on the 21st March 1860.

" Votes of Ways and Means (which are authorities to take monies out of the Consolidated Fund) unlike Votes in Supply, have not legal effect until an Act has been passed, confirming the grant of Ways and Means. The delay which was occasioned by the necessity of obtaining a Ways and Means Act to sanction the issue of the amount of the Vote of Credit out of the Consolidated Fund, in the year for which it was granted, postponed the day on which the issue could be legally made at the Exchequer until the 31st March 1860, the last day of the financial year 1859–60. Owing to this delay, the Vote in Supply became, in effect, a Deficiency Vote, and therefore applicable to make good an expenditure already defrayed, and not, as in all ordinary cases, a provision to meet prospective expenditure. It is necessary to keep this distinction in view, because the ambiguity or apparent inconsistency in the accounts to which your Committee referred in their Third Report of last Session, arises, in a great measure, from the special character of the Vote.

" The Ways and Means Act, which granted authority to the Treasury to direct the issue of the amount of the Vote of Credit, 850,000 *l.*, out of the Consolidated Fund, received the Royal Assent on the 31st March 1860, the last day of the financial year to which the Vote in Supply was applicable; the Exchequer Credit at the Bank, or issue, was granted to the Paymaster General on the same day; thus the amount of the Vote passed from the available Balance of the Exchequer, and became part of the Fund placed at the disposal of the Paymaster General to meet his current disbursements.

" It is necessary here to explain the manner in which the law directs that such Credits or Issues shall be dealt with in the Accounts of the Treasury, which are founded on the Credits granted by the Exchequer.

" The 24th section of the Act 4 & 5 Will. 4, c. 15 (the Act for the Regulation of the Exchequer) directs that the Treasury shall prepare an Annual Account of the actual Receipt and Expenditure of the United Kingdom; and that the receipt shall be 'the actual receipt of 'Moneys at the Bank on the Account of the Exchequer,' and that the Expenditure shall be '*the Credits granted thereout* by the Warrants of the Comptroller General of the Exche-'quer.' Under this enactment, the Exchequer Credit of 850,000 *l.* on the 31st March 1860, was necessarily treated as actual expenditure for the year ended on that day in the Accounts of the Exchequer and of the Treasury.

" Your Committee now pass to the Accounts of the Paymaster General and of the Bank of England. They must point out, however, that these are merely intermediate Cash Accounts between those in which the Exchequer Issues are accounted for, under the Act above quoted, and those in which the final application of those Issues, according to the appropriation directed by Parliament, is shown under the provisions of the Act 9 & 10 Vict. c. 92.

" On the receipt of the Exchequer Credit, or authority to draw the amount of the Vote of Credit, the Paymaster General placed that amount to the credit of the Treasury Chest in his books. The reason for this proceeding is thus explained. On the outbreak of hostilities, it is necessary that the officer in charge of the Treasury Chest, on the station, should draw bills of exchange on the Treasury to raise the additional funds which may become

necessary to provide for the exigencies of the war; these bills when paid by the Paymaster General, are charged to the account of the Treasury Chest; remittances of specie from England for the supply of the Treasury Chest, are, in like manner, paid for by the Paymaster General, and charged to the same account. The funds required for the war being thus advanced, in the first instance, out of the Treasury Chest, the Exchequer Issues out of the Vote of Credit are placed to the credit of the same account.

"The Paymaster General, in pursuance of orders from the Treasury, transferred to the credit of his accounts for Army and for Navy Services the sum of 750,000 *l.* out of the Vote of Credit, or, in other words, from his Treasury Chest Account, being within the estimated amount of the advances made by those departments out of their ordinary grants for the additional expenses caused by the war. It has been stated in evidence before your Committee that the amount of the Exchequer balance available for carrying on the ordinary service of the Army to the 31st March 1860 was so reduced, owing to the large amount of the advances made on account of the war out of the ordinary grants, that it became absolutely necessary that a transfer out of the Vote of Credit, to replace those advances, should be made on the 31st March 1860; and this statement is confirmed by a Return laid before the House in the Session of 1861 (No. 275), in which it is shown that the advances for the China War, in excess of the aggregate amount of the ordinary grants for the Army for the year 1859-60, amounted to the sum of 605,765 *l.* 5 *s.* 5 *d.* The balance of the Vote of Credit, viz., 100,000 *l.*, was left at the credit of the Treasury Chest to meet the claims of the Indian Department for advances made out of Indian Funds.

"As the Bank of England is not required to keep accounts of the application of the separate Votes of Parliament, your Committee need only state that in the Bank books, the credit of 850,000 *l.* granted by the warrant of the Comptroller General of the Exchequer to the Paymaster General, on 31st March 1860, remained as part of the available balance upon which he was authorised to draw for general public services.

"Your Committee consider that their description would be incomplete if they did not explain the principle upon which these Votes of Credit are applied in the Army and Navy Departments, in which the final appropriation of them takes place.

"Votes of Credit for war expenses are granted to defray expenditure caused by a war, not susceptible of accurate estimate, which may be incurred in excess of the ordinary grants. The conditions applicable to the issue of such Votes are set forth in a Treasury Minute, dated 24th February 1852, which was laid before the House of Commons in the Session of 1856. Those conditions, which are founded on the terms of the Vote itself, are, that any surpluses which may arise upon the ordinary grants of the year are to be appropriated to meet the excesses of expenditure caused by the war, before the Vote of Credit is applied to that purpose. At the expiration of the legal periods for closing their accounts, namely, 13 months after the termination of the financial year, in the case of the Army, and eight months in the case of the Navy, the Departments ascertain the deficiencies upon the ordinary grants caused by the extraordinary expenditure of the war; and issues out of the Vote of Credit are made under the directions of the Treasury to cover such deficiencies. In accordance with this principle, the War Department received the sum of 605,765 *l.* 5 *s.* 5 *d.* out of the Vote of Credit of 850,000 *l.*, to reimburse to that department the amount expended on account of the China War, in excess of the ordinary Army grants for the year 1859-60, of which amount 500,000 *l.* was advanced, as before stated, on the 31st March 1860, and the balance after the final closing of the Army account for that year. In the Naval Department, the savings on the ordinary grants for Naval Services exceeded the excesses caused by the war, and the advance of 250,000 *l.* made to that Department on the 31st March 1860, was restored to the Treasury Chest, for the account of the Vote of Credit, leaving an available balance of 244,234 *l.* 14 *s.* 7 *d.* in the Treasury Chest for the repayment of the advances made for the war, in that year, by the Government of India.

Parl. Paper, No. 160.

"Your Committee have further to remark, that under the restrictions of the Appropriation Act, the Naval and Military Departments are required to charge in their Annual Accounts the payments actually made by them in the year, and to debit such payments against the grants for the same year; they were, therefore, bound to include all payments made on account of the China War before the 31st March 1860, whether made at home or abroad, in their accounts for the year 1859-60; and this course must have been followed without reference to the date when the issue of the Vote of Credit from the Exchequer took place. It is evident, therefore, that the course pursued by the Treasury in directing the Exchequer Credit to be granted to the Paymaster General in the year to which it was appropriated by Parliament, and in which the detailed expenditure must have been accounted for in the Annual Appropriation Accounts of the Army and Naval Departments, was necessary to avoid discrepancies between the Accounts of the Departments of Issue, and those of the Departments of Expenditure.

"Your Committee are aware of the difficulty which must sometimes arise in working the complicated financial system of our Government, in which legal formalities and restrictions must be maintained; and in the case to which their present Report applies, that difficulty was increased, owing to the expenditure having originated abroad, and having first appeared in the Accounts of the Treasury Chest abroad, and in those of the Indian Government; and when it is added that the Advances thus made, in the first instance abroad, had subsequently to be passed, in gross or in detail, through the Home Accounts of the Exchequer, of the Treasury,

Treasury, of the Paymaster General, of the Bank, of the War Department, of the Admiralty and of the Audit Office, the difficulty of exhibiting such a series of transactions in a manner which shall appear perfectly uniform and consistent will be admitted.

"Your Committee have only to add, in conclusion, that a further investigation of the subject of the Issues out of the Vote of Credit adverted to in the concluding part of their Third Report already referred to, and the additional Evidence which they now submit to the House, have satisfied them of the entire regularity of the proceedings of the Government in reference to the Issues in question," instead thereof.—(Mr. *Peel*).

Question put, "That the following words of the Chairman's Draft Report ('towards the close of the Third Report of last year, your Committee made') stand part of the proposed Report":—The Committee divided:

Ayes, 5.	Noes, 2.
Mr. Howes.	Sir Stafford Northcote.
Mr. Glyn.	Mr. Peel.
Mr. Walpole.	
Mr. Bouverie.	
Sir H. Willoughby.	

[Adjourned to Monday, the 18th instant, at One.

Lunæ, 18° *die Maii*, 1863.

MEMBERS PRESENT:

Sir Francis Baring in the Chair.

Mr. Glyn.	Mr. Peel.
Sir S. Northcote.	Sir H. Willoughby.
Mr. Walpole.	

The Committee resumed the consideration of the Draft of First Report. The Draft Report was read 2°, paragraph by paragraph; amended, and agreed to.

Ordered,—To report the same, with Appendix.

Lunæ, 1° *die Junii*, 1863.

MEMBERS PRESENT:

Sir Francis Baring in the Chair.

Mr. Peel.	Sir H. Willoughby.
Mr. Glyn.	Mr. Bouverie.
Mr. Walpole.	Mr. Cobden.

The Committee resumed the consideration of the Draft of the Second Report. Paragraph 1 to paragraph 15 read 2°, amended, and agreed to.

Paragraph 15. Amendment proposed, after the words "it would appear that" to leave out to the end of the paragraph, in order to add these words:

"From the explanations given by the Chancellor of the Exchequer and the Assistant Paymaster General, it would appear that the course adopted by the Paymaster General with respect to the Exchequer Credit, and the transfers referred to, was in strict accordance with the Treasury Minutes of the 28th March 1838, and 22d December 1848, copies of which were submitted to Parliament in the years 1841 and 1849, and again in the year 1855.

"In calling attention, in their Third Report of last Session, to apparent inconsistencies in the accounts which are required to be submitted periodically to Parliament, under distinct Acts of Parliament, and for different objects, your Committee did not intend to question the regularity of the proceedings of the Government, or of any department of Government, in respect of the manner in which the Vote of Credit had been dealt with, or in respect of its final appropriation to the purposes for which it was granted; and since then an account has been laid before Parliament (Paper No. 175 of the present Session), which shows very distinctly the final appropriation of the Vote of Credit of 850,000 *l.* for the China war, as well as of the subsequent Votes of Credit for the same service.

"Your Committee simply desired to draw attention to an apparent or, at all events, a seeming confusion in the mode in which the accounts relating to the Vote of Credit were made up. The discrepancy to which your Committee referred, consisted in the difference which appeared to exist between the Exchequer Statement of Balances, on 31 March 1860,

and those of the Pay Office at the same date. The Cash or Credit Balances at the Paymaster-General's disposal agreed in both accounts, and showed a balance of 850,000 *l.* of the Credit granted for the China war. The Service Balances of the Paymaster-General (which are the balances applicable to the several services after appropriating the cash to those services to which it appertains) showed no balance specially available for the China war; but this was because such balance had merged in that of the Treasury Chest Fund, through which fund all the advances for the China war, and the repayments or transfers to Army and Navy, had been made," instead thereof.—(Mr. *Peel*).

Question, "That the words proposed to be left out stand part of the paragraph," put, and negatived.

Amendment again proposed.

Further Amendments made.

Main Question, as amended, put and agreed to.

Remaining paragraphs read 2°, amended, and agreed to.

Report, as amended, agreed to.

Ordered,—To Report, together with Minutes of Evidence, and Appendix.

MINUTES OF EVIDENCE.

LIST OF WITNESSES.

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MINUTES OF EVIDENCE.

Veneris, 20° *die Martii*, 1863.

MEMBERS PRESENT:

Sir Francis Baring.	Sir Stafford Northcote.
Mr. G. Carr Glyn.	Mr. Walpole.
Mr. Howes.	Sir Henry Willoughby.

THE RIGHT HON. SIR FRANCIS BARING, BART., IN THE CHAIR.

The Right Hon. Mr. CHANCELLOR OF THE EXCHEQUER; Examined.

Right Hon. Mr. *Chancellor of the Exchequer.*

20 March 1863.

1. *Chairman.*] YOUR attention has been turned to some observations in the Third Report of the Public Accounts Committee of the last year, has it not?—It has. Of course I need not say that I consider it a particular portion of my duty to attend to whatever proceeds from this Committee, and there is a part of the Report with regard to which I am desirous to offer explanations; it is the portion of the Third Report which begins on page 6 with the word "lastly," the third paragraph from the bottom. That paragraph and the following paragraphs to the end of the Report relate entirely to the operations of the Account Departments at the close of the financial year 1859-60, with respect to the Vote of Credit for 850,000 *l.*, which had been passed by the House of Commons. I may perhaps not apprehend correctly the intention of the Committee in those paragraphs, and, if so, I should be very, very much obliged by receiving any correction from the Chairman, or from any Member of the Committee. I do not at all seek to extend their construction beyond their apparent aim; but they seem to imply—indeed the very word "confusion," which is used, clearly seems to imply, that there was at the very least a doubt upon the minds of the Committee whether the transactions of the Account Departments in dealing with that sum of 850,000 *l.* were regular and satisfactory. Now, I need not tell the Chairman, and those who are conversant with the machinery of our financial system, that I am not conversant myself from day to day with the operations of the Pay Office, or the operations of that department of the Treasury which is in immediate connexion with the Pay Office; but, of course, I am fully responsible for all that is done there, and upon an occasion when any of the transactions of that division of the Treasury or of the Pay Office have attracted notice, and particularly if they appear to have been made in whatever degree the subject of animadversion by such a body as this Committee, it is my duty to examine into the matter, and either frankly to take to myself and to acknowledge the blame which we may deserve, or else to endeavour to make explanations, if it appears to me, upon investigation of the case, that it is one which really I would almost venture to say deserves commendation, rather than anything approaching to censure; I say commendation, not because there is any merit in the regular discharge of public business, but because it so happens that this was a case which tried somewhat severely in point of time the working of the regular and established machinery. The Act of Parliament which granted the 850,000 *l.* only received the Royal Assent on the 31st of March 1860, at one o'clock; the Committee are very well aware that nothing could be done until the Act had received the Royal Assent, and they are also well aware of the various forms which have to be gone through before public money can be dealt with under an Act of Parliament. It should also be borne in mind that the Bank of England is by law precluded from acting upon any instructions which it may receive from the Exchequer after three o'clock; therefore, if the nature of the steps which had to be taken is considered, and the fact that it was at one o'clock that the Royal Assent was given in the House of Lords, and that three o'clock was the latest hour at which effect could be given in the Bank of England to the directions necessary for putting this money in train for application to the purposes for which Parliament had designed it, I confess that I should be disposed rather to quote the instance as an instance showing with how much precision these operations are performed. I do not know whether it would be most agreeable to the Committee that I should comment upon the Report as it stands, or that I should give my own account of the transactions which took place.

2. You had better take your own course?—Then I will begin by commenting on the Report

Right Hon. Mr. *Chancellor of the Exchequer.*

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of the Committee, and I will afterwards state the exact course of the transaction, as I imagine it took place. The Committee state, "The Vote of Credit in aid of the Army and Navy Services amounted to 850,000 *l.*," which is quite correct. They then go on to say, "The whole of the sum was drawn from the Exchequer on the 31st March 1860, and was placed to the credit of the Vote at the Bank of England." Now, it is necessary to observe that the words, "drawn from the Exchequer," and "placed to the credit of the Vote at the Bank of England," although I will not say that they are inaccurate words, yet are words which require a comment, in order to make them suit the operations of our system of account, operations not depending upon the mere will of a Department, or of the Executive Government, but depending strictly upon the provisions of the Exchequer Act. When it is stated that "the whole of the sums was drawn from the Exchequer on the 31st March 1860," it might be said that in one sense it was drawn from the Exchequer; in another sense it was not drawn from the Exchequer; it became a credit granted by the Exchequer for the sum of 850,000 *l.*: immediately that a credit has been granted by the Exchequer for a given sum, it becomes by law the duty of the Treasury in rendering its annual account of receipt and expenditure (what is commonly called the balance sheet) to reckon that money as expenditure, and as actually gone from the Exchequer. In that sense this money was drawn from the Exchequer; in another sense it was not drawn from the Exchequer; no issue had actually taken place; it remained in the books of the Exchequer, as a certain sum of money which was appropriated and assigned to a particular service; it became open to the drafts of the Paymaster General, but it likewise stood in the books of the Exchequer as a grant not issued; and when it is said that it "was placed to the credit of the Vote at the Bank of England," I believe that the Bank of England makes its acconnt with the Exchequer correspond with the entries in the books of the Exchequer itself, and that the Bank of England had not made, in that case, and does not make in any such case of an Exchequer credit any actual transfer of money from one account to another, but it notes that that sum standing upon the Exchequer account is a sum which is liable to be drawn upon by the Paymaster General. So much by way of comment upon the meaning of those words.

The next observation which I would offer, relates to the next paragraph. It is there stated, "It appears that by Treasury letters of the 31st March 1860, a sum of 250,000 *l.* was transferred from this Vote of Credit, as an imprest for Naval Services, and on the same day a sum of 500,000 *l.* was transferred to the Army Services, leaving 100,000 *l.*" There again I will not say that there is any inaccuracy in the language which is used, or at any rate that it is not capable of a just construction; but it would not, at the same time, be strictly true to say that a sum of 250,000 *l.* was transferred from the Vote of Credit as an imprest for Naval Services, and that a sum of 500,000 *l.* was transferred to Army Services. The transfer as an imprest for Naval Services, and the transfer as an imprest for Army Services, were not made directly from the Vote of Credit; but what took place was, that the whole of the Vote of Credit, namely, 850,000 *l.*, was, in the first instance, transferred to the Treasury Chest Account, and the whole sum having been transferred to the Treasury Chest Account, it was then re-distributed; that is to say, a sum of 500,000 *l.* was transferred to the credit of Army Services, a sum of 250,000 *l.* to the credit of Navy Services, and a sum of 100,000 *l.* remained at the credit of the Treasury Chest Account, available for any claims which might be made from India or elsewhere, in respect of services before the 31st of March 1860. Of course, the Committee is very well aware that these transfers were all of them provisional arrangements in the nature of imprest, and subject to subsequent rectification when the final accounts of the Department should be received.

Then it is stated in the next paragraph as follows: "In a statement of the cash balances at the credit of the several Votes of Parliament and other accounts in the books of the Paymaster General on the 31st March 1860, signed by the Paymaster General, and presented to the House, no sum appears at the credit of the Vote." That no doubt is true, and that is perfectly right; no sum ought to have appeared at the credit of the Vote in the books of the Paymaster General, because in the books of the Paymaster General the whole sum of which the Vote gave him the command had been transferred—in the first instance to the Treasury Chest Account, and subsequently 750,000 *l.* of it from the Treasury Chest Account, in the proportion of 500,000 *l.* and 250,000 *l.* to the Army and Navy Services respectively.

The next paragraph refers to what is termed "The Annual Exchequer Account." It is necessary to notice, that in applying the word "account" to the paper which is referred to in this paragraph, we must not be supposed to be dealing with a simple account of debtor and creditor regularly balanced; it is rather in the nature of a statement in several columns, describing the passage of the various sums appropriated by Parliament for the public service through the Exchequer, and the amounts or portions of those sums which stood under the various categories described by the various columns. However, it is stated in the Report, that in that account or return, whichever it may be called, "it appears that on the same 31st March 1860 the sum of 850,000 *l.* remained at the credit of the Vote at the Bank of England." I have already referred to the meaning of those words—that was perfectly regular and perfectly right; that sum was noted as applicable to the purposes of the Paymaster General, and as answerable to his drafts for the services described in the Exchequer credit. But the paragraph goes on to say, "By the first accounts it is shown that 750,000 *l.* of the 850,000 *l.* thus drawn had been applied to the Navy and Army Services." Now, I would venture there to say that, in point of strictness, no part of that 850,000 *l.* had been drawn; the whole of it had been appropriated; the whole of it had been assigned provisionally in the books of the Paymaster General, but no draft of any kind had taken place; it had been placed in the books of the Bank to the credit of the Paymaster General upon the first of his four public accounts, which is called the Exchequer Credit Account, but that is not an account from which any draft takes place; it simply stood there as a sum upon which he might draw, that is to say, a sum which he might use for the purpose of transfer to his Drawing Accounts, but no draft

draft upon it had actually taken place. Then the paragraph ends by stating, "It would seem that 100,000*l.* ought to have remained to the credit of the Vote at the Bank." Now, I would venture respectfully to think that those words must have proceeded upon a misapprehension (I say it with deference) on the part of the Committee, growing out of, I grant, the exceedingly complicated and intricate nature of our system of accounts, but I do not see in what way it would have been possible that a distinction should be drawn in the books of the Bank between the 100,000*l.* and the 750,000*l.* The whole transfer was made, not in the books of the Bank, but in the books of the Paymaster General; the transfer was made entire from the Vote of Credit to the Treasury Chest Account, and the distinction between the 100,000*l.* and the 750,000*l.* only arose when the further operation took place of further transfers from the Treasury Chest Account to the credit of Army and Navy Services.

The next paragraph says most truly, "By the account of Mr. Foster, the Paymaster, it would appear that the whole 850,000*l.* had been transferred from the Vote to some Service or other." No doubt it had been transferred in the books of the Paymaster General, as I have stated, to the Treasury Chest Account.

The next paragraph says, "By the Exchequer account it is shown that the whole 850,000*l.* remained untouched." If we may construe the word "untouched" as meaning "unissued," that likewise is perfectly correct; in the Exchequer account, or return, it stood as a sum of money, for the whole of which a credit had been granted; but no part of it had been issued from the Exchequer.

So much in the way of comment; but with the permission of the Committee, I think it will contribute to a clearer understanding of a case, which is very complicated in itself, if I simply state the several steps which took place, the order in which they took place, and the time at which they took place. We begin then on the 31st of March 1860, the day when the Act passed, at one o'clock; after the Act had received the Royal Assent the Treasury wrote the usual formal letter to the Exchequer; I do not refer now to the Royal Warrant, I need not trouble the Committee with those other formalities, but I will take the matter with which the Committee themselves very properly begin, namely, the Treasury letter; the Treasury sent a letter directing the Exchequer to grant a credit to the Paymaster General for the sum of 850,000*l.* applicable in aid of the ordinary grants to China Services within the financial year 1859-60; that is the first step. The second step is that the Exchequer grants a credit accordingly for that sum, and makes a corresponding communication to the Bank of England; the moment that the Exchequer has granted that credit, it becomes the duty of the Treasury in making up (which had to be done upon that very same evening) the balance sheet of the year, that is to say, its own account by Act of Parliament of receipt and expenditure, to treat that 850,000*l.* as part of the expenditure of the country, and to deduct it from the balance shown in the Treasury account as remaining in the Exchequer, although, in point of fact, no draft upon it had been made. I had better, perhaps, refer to the terms of the Act, which are as follows: the 24th section of 4 Will. 4, c. 15, directs that the Treasury shall prepare an annual account of the actual receipt and expenditure of the United Kingdom, and that the receipt shall be "the actual receipt of money at the Bank on the account of the Exchequer," and that the expenditure shall be "the credits granted thereout by the warrants of the Comptroller General of the Exchequer." The Committee will perceive that all these credits, directly they are granted, and quite irrespective of any drafts which may be made by the Paymaster General against those credits, cease to stand as part of the receipt, and become part of the expenditure of the country; and the apparent and perhaps real contrast between the directions of Parliament, as respects the Treasury account of the receipt and expenditure of the year, and the rules under which the returns of the Exchequer are made out, probably tends to cause some misapprehension. The Annual Exchequer Account, or Return, whichever it be called, prepared under the same Act, therefore, deals with this very same money in a manner somewhat different from that of the Treasury account of receipt and expenditure. In the Annual Exchequer Return the money appears in the column of credits granted as a credit granted; and in the column of credits unissued it appears as a credit unissued.

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So much for the position of this sum upon that day, so far as regards the directions of the Treasury to the Exchequer, and the proceedings of the Exchequer upon those directions. But now we have another set of directions from the Treasury to the Paymaster General on the same day. On the same day the Treasury issue a letter directing the Paymaster General to place the whole of this 850,000*l.* (for which he had received a credit in the books of the Bank, and which, without being withdrawn from the Exchequer Account, stood as money available for his purposes, upon his Exchequer Credit Account), to the credit of the Treasury Chest, and further, after having placed it to the credit of the Treasury Chest, to make transfers from it, or to make transfers from the Treasury Chest Account to the credit of Army Services for 500,000*l.*, and to the credit of Navy Services for 250,000*l.* I think that the Committee will therefore see how the matter stood in the books of the Paymaster General, and that there is nothing *primâ facie* irregular in that matter, nor anything which would suggest a doubt or a difficulty. Whatever doubt or difficulty arises, I think arises out of the nature of the provisions of the law. I am not here to pass any opinion upon those provisions, and I should pass it with great deference and reserve, if I ventured to pass it at all; but, of course, it will be obvious that the transactions in the Paymaster's books do not apparently correspond with the transactions in the books of the Bank. That is a diversity inherent in the nature of our system, because the nature of our system which is in that respect I think wise and economical, and which I understand to have received the formal approval of this Committee, is that the Paymaster uses all his balances as one balance. They stand for public purposes upon four accounts only. Of those four accounts, two only are drawing accounts. Of those drawing accounts the division is made simply with reference to the one being for the presentation of bills as a matter of convenience, and the other being for sub-dis-

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bursements of cash in answer to cheques. At the same time the Paymaster General, aware of the aggregate sum of credits which he has on his first account, or Exchequer Credit Account, at the Bank, uses the whole of that aggregate sum and re-distributes it according to the demands of the different Departments of the public service, irrespective of the particular titles under which the sums may have been assigned to his credit in the books of the Bank. Therefore, his transactions on March the 31st were not fully represented on that same day in the books of the Bank. In the books of the Bank he had 850,000 *l.* at his credit on his No. 1 Account, and the effect of that was to add 850,000 *l.* to his power of feeding his two working accounts, namely, his Bill Account and his Drawing Account; and the method adopted is, that those two accounts being accounts in actual cash, are always kept as low as possible, in a great degree, with a view to security. The moneys are credited to him quite irrespective, so far as the Bank knows of any particular service, but the amounts of money which the Paymaster directs to be transferred to those accounts are regulated from day to day according to the wants of the day, according to the claims which, in the morning of each day, he finds will be made upon his Department, or even in the middle of the day, if, when the middle of the day arrives, he finds that he has occasion to call for fresh credits. Therefore, these operations of the Paymaster General, which we have been describing, I mean the transfer which he made to the Treasury Chest Account, and from the Treasury Chest Account to the Army Services Account, and the Navy Services Account, never would come to be accurately represented in the books of the Bank; the Bank, as well as the Exchequer, cease to be cognisant of those operations at all. What would appear in the books of the Bank would be simply this, that the money which had been issued by the Paymaster General to the Army Services Account, and placed at the disposal of the Army, would be called for from time to time along with the other public services, and that the form of those calls would be in demands upon the Bill Account and the Drawing Account of the Paymaster General, which demands would be met by him to those accounts from his Exchequer Credit Account and his Cash Account, which is No. 2. The books of the Bank, therefore, would never come to represent the whole of those transactions.

So far as I am aware, that is all that is necessary for me to state to the Committee in explanation of these circumstances, but if there is any point which I have not stated clearly, or on which the Committee wish to ask for further explanations, I shall be most glad to render them to the best of my power.

3. Do you happen to have with you the letter of the Treasury to the Bank which you spoke of, of the 31st of March 1860?—No; I am not aware that there would be any letter of the Treasury to the Bank. The letters which were sent, I believe, were the usual printed forms, with the blanks filled up in the ordinary manner.

4. There is a communication from the Treasury to the Exchequer directing the Exchequer to grant a credit to the Paymaster General of 850,000 *l.*; that I apprehend is upon the last day of March?—Yes.

5. Is there not some further communication to the Bank or to the Paymaster directing the Paymaster to appropriate 250,000 *l.* of that sum to the Navy and 500,000 *l.* to the Army, or rather to take the whole of the 850,000 *l.* and transfer it to the Army Extraordinaries, and from the Army Extraordinaries to appropriate out of the 850,000 *l.* a certain sum to the Army and the Navy; is there not some communication of that sort?—There is a Treasury letter in the usual form, directing the whole sum of 850,000 *l.* which had been placed at the disposal of the Paymaster General by the Exchequer to be transferred to the Treasury Chest Account, and then a further direction for 500,000 *l.* of it to be carried from the Treasury Chest Account to the Account of Army Services, and 250,000 *l.* of it in like manner from the Treasury Chest Account to the Account of Navy Services.

6. Then, by that letter, the whole of that 850,000 *l.* was transferred to the credit of the Army Extraordinaries, was it not?—To the credit of the Treasury Chest.

7. Then, how does it happen that this 850,000 *l.*, having been transferred to the Treasury Chest, appears still to have been untransferred in the Bank account?—Because the Bank has no cognisance whatever of that sub-distribution and re-distribution which takes place in the books of the Paymaster General. The business of the Bank is simply to regulate certain accounts of the Paymaster General in its own books, and those books would not convey to the Bank any cognisance of the particular distribution which the Treasury might direct the Paymaster General to make. I am not now speaking of the sub-distribution (so to call it) but of the transfer to the Treasury Chest.

8. How does it happen that the sum of 850,000 *l.* is transferred from the credit at the Bank to the Treasury Chest, and at the same time appears not to have been transferred in the Bank account?—I believe that both bodies acted strictly, as they were not only entitled, but bound to do. I have endeavoured to state, that the meaning of the word "transfer," in relation to these transactions at the Bank, is somewhat peculiar; it is not, in point of fact, a transfer proper—that is to say, a sum taken away from one account and given to another; it is, as I understand the matter, a sum noted in the Exchequer account, as being appropriated and assigned to the purposes of the Paymaster General, and likewise noted upon what is called the Paymaster General's No. 1 Account, as being at his command for those purposes; that is, I apprehend, perfectly correct, on the part of the Bank, and entirely agreeable to the provisions of the law; it is equally agreeable to the provisions of the law that in the books of the Paymaster General the sum of 850,000 *l.* should be carried by direction of the Treasury to the account of the Treasury Chest from the Vote of Credit, and so the whole of the Vote of Credit be disposed of for the time, so far as the Paymaster General's books were concerned, subject to subsequent rectification, though the Bank ceased, in point of fact, to have any direct cognisance of the 850,000 *l.*, as such from the moment when they had complied with the orders of the Exchequer with regard to this Exchequer credit; all that they had to do then was to throw this 850,000 *l.* (retaining its special designation) into the general

mass

mass of the Paymaster General's credits, and after they had done that they had nothing more to do with it at all, because all that they had to do subsequently to that occasion was that they had to look at the total of the Paymaster General's credits on his Exchequer Credit Account, and on his Cash Account, and to make transfers from totals to his third and fourth accounts, which were his Drawing Accounts, but in which no cognisance at all was taken of the nature of these sums, or of the title under which he got them.

9. But when the Bank has thrown, as you express it, that 850,000 *l.* into the general account, how does it happen that it still appears in the books of the Bank as not being thrown into that general account, and as existing under a special credit?—That is what I have endeavoured to state to be the absolute requisition of the law; that the law directs this mode of dealing with Exchequer credits; Exchequer credits, I believe, are of a peculiar character, conventional rather than resting upon any broad principles which would be universally recognised, and subject in fact entirely to the definition which the law chooses to give of them, and the definition which the law chooses to give of them is that they are powers of drawing granted to the person in whose behalf the Exchequer credit is issued, but that there is no transfer from the Exchequer account upon the grant of those powers of drawing.

10. The account to which you allude is, I apprehend, the account which is made up every quarter with the view of ascertaining what amount of it, or whether any amount of it, shall be transferred for the extinction of the National Debt?—The Treasury account of receipt and expenditure, which excludes these credits from the balances, and treats them as expenditure, is the account upon which the ascertainment of the actual surplus or deficiency of the public revenue as compared with the expenditure depends, and upon which the apportionment of the surplus to the redemption of debt is determined.

11. In those accounts the credits are taken as actual expenditure?—The credits are taken as actual expenditure by direction of the law.

12. But is that the case with regard to the annual Exchequer account?—That is not the case with regard to the annual Exchequer return. I am not aware whether there is any account in the nature of a balance sheet with regard to which it is not the case.

13. It is so stated in the account of all moneys, and therefore I call it an account?—I do not in the least degree mean to object to the use of the word "account," but only to explain that the word "account" has sometimes a larger and sometimes a narrower sense; that when we speak of the Treasury account of receipt and expenditure, it means an account in the narrowest sense, namely, a balance sheet, and that this return from the Exchequer embraces, on the contrary, a great variety of statements of money under different categories, the whole of which do not necessarily correspond with one another. Here are, in point of fact, six columns, under which the transactions are described; the first of them containing the amount of Royal Orders issued; the second containing the amount of Treasury Warrants or Treasury Letters received; the third of them containing the amount of Exchequer Credits granted at the Bank of England, and Transfers at the Bank of Ireland (I have not referred to what takes place at the Bank of Ireland, which is different from what takes place at the Bank of England, because it is entirely outside of the question which we have before us); the fourth column containing the Balance of Credits at the Bank of England on a given date; the fifth, the Amount of Payments by the Bank of England; and the sixth column containing the Balance of Credits at the Bank of England on the last day of the Financial Year.

14. The balance of the credits at the Bank of England is inserted from an account furnished by the Bank of England?—I presume so, or at any rate it is so checked; it would be furnished by the Exchequer, but it ought to correspond with what is in the books of the Bank.

15. It is furnished by the Bank and agreed to at the Exchequer; I apprehend that that is the course?—It is the Exchequer that supplies this return.

16. And Mr. Marshall, the chief cashier at the Bank of England, signs it; it is agreed to by both parties?—Quite so; it is certified by the Bank.

17. By whatever name it may go, allow me again to ask you how does it happen that in this account 850,000 *l.* is stated at the Bank to be in a state of credit, and according to your statement, and according to Mr. Foster's account, it would appear that the whole had been already transferred from that state of credit to the Treasury Chest?—I believe that the truest account of the state of the case would be to say that it remained in that state of credit in the books of the Paymaster General until it was actually drawn upon. My point, of course, is not so much to explain the provisions of the law as to show that the proceedings which take place are in precise correspondence with the provisions of the law, but my own explanation of it certainly would be that it remained in a state of credit in the books of the Paymaster General for every substantial purpose.

18. We have an account from the Paymaster General?—Quite so.

19. It does not appear in his credits to be stated at all?—I do not mean in the state of a Vote of Credit, but I mean that all these entries which were made in the books of the Paymaster General appear to me to retain the money in that state of credit in which it stood upon the Paymaster's Account No. 1, in the books of the Bank of England, and likewise in the Exchequer Account in the books of the Bank of England. This is a copy of the balances at the credit of the Paymaster General at the Bank of England on the 31st of March 1860 (*producing the same*), that is to say, his Exchequer Credit Account, his First Account, and likewise his Balances on his other accounts; and here is also the state of these other accounts as they were distributed in his books; the same sum total appears, but it appears as distributed under quite different heads: that I fancy to be a correct abstract of the books of the Paymaster General (*handing a paper to the Chairman*), and it appears to me that the whole moneys on both sides are really in a state of credit there; they represent his authority and his disposable funds, but they do not represent that any actual drawing or actual transfer has been made.

20. You say that the money is in a state of Exchequer Credits. Mr. Foster's account states the

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the Exchequer Credits as 1,466,000*l.* odd?—Yes, 1,466,812*l.*

21. The balance of credit as stated by the Exchequer and by the Chief Cashier of the Bank of England is 1,501,000*l.*, being different?—The 1,466,000*l.* represents the whole of the sum standing upon the Paymaster General's Account No. 1. All Exchequer Credits are not in favour of the Paymaster General; there are other Exchequer Credits which no doubt will account for the difference.

22. That is still more remarkable; do they mean different things in the two different accounts?—No; I apprehend that they mean the same thing in the Paymaster General's Account and in the Exchequer Account; but the Exchequer makes issues to other persons besides the Paymaster General, and therefore the total amount of Exchequer Credits granted would not correspond with the total amount of Exchequer Credits granted to the Paymaster General. That will account for the distinction between the 1,466,000*l.*, which appears as the amount of the Paymaster General's balances at the Bank of England on the 31st of March 1860, and the 1,501,000*l.*, which, as the Chairman has most properly stated, appears as the total balance of our Exchequer Credits at the Bank of England on that same day.

23. Mr. *G. C. Glyn.*] Do other persons besides the Paymaster General draw upon the Account No. 2?—No. Perhaps I have not sufficiently stated the distinction between the Exchequer Account and the Paymaster General's Account. The Paymaster General has four accounts, which are strictly public accounts. Upon No. 1 and No. 2, the first of which is the account for Exchequer Credits, and the second of which is the account of what he receives in cash, he himself has no power to draw, except for the purpose of transfers to Accounts No. 3 and No. 4. On Accounts No. 3 and No. 4 he draws for the purposes of actual payment. There is no No. 2 that I am aware of in the Exchequer Account. Nos. 1, 2, 3, and 4 apply to the Paymaster General's Account. On the Exchequer Account drafts may be made by persons other than the Paymaster General.

24. Receipts are also carried to that account for other Departments?—No doubt by other Departments. For example, the Mint and other credits would not pass through the Paymaster General.

25. Sir *Henry Willoughby.*] The system is apparently a very artificial system, as between the Exchequer and the Bank of England?—I myself believe it to be a very artificial system; at the same time, I really must speak with great reserve and deference, because I think that practised accountants are much better judges. It is very difficult to convince a mere layman of the necessity and utility and expediency of all these forms, precisely as they stand; but I should hesitate to pass any very positive judgment upon them. One thing, I think, is quite clear, and that is, that they are extremely difficult of comprehension, and very apt to escape the mind, even when by effort they have been mastered, from the minuteness and variety and number of the distinctions which are drawn.

26. Do you see anything incorrect in the Third Report of this Committee, bearing in mind the documents which were placed before them, upon which that Report is founded?—I have not anything to add to the comments which I have ventured to make, which were rather perhaps in the nature of interpretations than objections; but I think that it requires the most minute and the closest attention to technical language, in fact, and to technical language, not as it is understood by accountants generally, but as it is understood by the accountants of the Financial Departments of the State, in order to make intelligible the course of the public money on its way from being voted in the House of Commons to its ultimate destination.

27. Mr. *Walpole.*] It appears to me to be more upon the words of the Report than upon the substance of the thing itself, that you wish to offer explanation; you rather take exception to the phraseology than state that there is anything in the Report which is wrong?—Not at all presuming to say what the precise intention of this paragraph might have been, I wished to show that the transaction was a transaction perfectly regular and in the ordinary course, and only differing from other transactions inasmuch as all the steps had to be taken within a very short time and very rapidly succeeding one another; but that, in point of fact, the Department deserves neither praise nor blame, and did in that case what they do in every other case, and that if any doubt or ambiguity arises, the doubt or ambiguity which arises is due to the complexity of our system of account, and is not due to anything which was done by any of the Departments concerned.

28. You took exception to the words "drawn from the Exchequer." In one sense you said the money might be considered as drawn, and in another sense as not drawn?—Yes.

29. That is rather as to the wording of the Report?—It is.

30. There was another remark which you made which seemed to me to be very applicable to what is now before us. You stated that the money was noted at the Bank, and that that would make it appear quite different from its having been carried to any particular credit at the Bank. It was not actually issued, as I understand, or passed to any credit at the Bank; but it was noted?—It does not disappear from the Exchequer Account; it still appears in the Exchequer Account, but at the same time it is assigned as a credit belonging to the Paymaster General's No. 1 Account.

31. The Paymaster General's No. 1 Account being the aggregate account from which he can draw, and carry the money to accounts which are more particularly specified, as the Bill Account and the Drawing Account?—Yes; that is to say, aggregate account, so far as regards the main source upon which he depends, namely, Exchequer credits; but he has also considerable cash receipts of a miscellaneous character, which form his No. 2 Account; but the truth is, that it is very difficult to form a judgment, and to express it in ordinary language, upon a set of operations so exceptional, as well as so complicated. Almost all the terms which can be used require to have special notice given of the exact sense in which they are used, in order to obviate misunderstanding.

32. Mr. *Howes.*] I think you guarded yourself especially against being supposed to express any opinion as to the propriety of the provisions of the Exchequer

Exchequer Act of the 4th of Will. 4. with respect to the accounts thereby directed; I mean the Treasury Account and the Exchequer Account?—I will not say that I am so sanguine as to believe that the whole accounts of this empire, with its expenditure going on in all parts of the world at the same time, and at all times, and with the necessity of maintaining a Parliamentary control, can ever be made a very simple matter; but it certainly does appear to me that these forms which are now observed for the issue of money at the fountain head might be made somewhat more easy of comprehension, and that the task of a Committee like this might be somewhat lightened by some improvements. But in venturing to give such an opinion as that, I would much rather that the Committee should refer to the judgment of others than to mine, to which I attach no weight myself.

33. Sir *Stafford Northcote.*] Would this be a fair illustration of what took place in the case which has been under our consideration to-day, that supposing I had in my banker's hands at the close of the year a sum of 500 *l.*, and that there was a certain expenditure which was to be made by my agent in the country on my account, and that I wrote to my banker and desired him to honour my agent's drafts to the extent of 100 *l.*, and gave him instructions how he was to expend that 100 *l.*, I might for the purpose of recording my own expenditure treat that 100 *l.* as part of my expenditure in that year, but that when the banker's books came to be examined my 500 *l.* would still appear intact?—I think that that would, in substance, come very near it.

34. And if accounts were presented for different purposes, one account being intended to show what the state of my account at my banker's was, and another account to show what my own expenditure in the year had been, in order to compare my income and expenditure, those accounts would appear, at first sight, not to agree, though in substance there would be no disagreement between them?—I think so.

35. *Chairman.*] I understood you that this 850,000 *l.* had been transferred to the Treasury Chest?—In the books of the Paymaster General. In the case supposed by the honourable Baronet, the books of the Paymaster General would correspond with the agent's account, and there might be a sub-distribution in the agent's account for any other purposes, the person supposed to exist in the question which has been put might have given direction to his agent to apply so much to A, and so much to B.

36. But in the books of the Bank, is not the money transferred to the credit of the Treasury Chest?—No, in the books of the Bank no such account exists. As I understand it, the Bank lose sight altogether of the particular appropriation of that money from the moment when they have made an entry substantially corresponding with this, though I do not know whether the words are the same or not—namely, "Vote of Credit, China War, 850,000 *l.*"

37. Is there any communication to the Bank to transfer the money to the credit of the Treasury Chest?—No. The Bank lose sight entirely of what is thereafter done with the money.

38. When once it is transferred to the Treasury Chest, the Bank lose sight of the employment of the money?—I consider that they lose sight of the particular destination and appropriation of the money from the moment when they have made the entry on the Paymaster's Exchequer Credit Account No. 1, "Vote of Credit, China War, 850,000 *l.*," or whatever be the words in which they make that entry; they have then no means of any further knowledge than that they have placed at the disposal of the Paymaster General, for the purposes of his drawing accounts, under a particular title, the sum of 850,000 *l.*

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39. And they know nothing of the transfer?—Nothing whatever; it is simply a transfer in the Paymaster's books, and the final effect of the transfer is all worked round through the Drawing Account.

40. Were there not letters to the Bank subsequent to the 31st of March desiring them to transfer part of that 850,000 *l.*?—There could be no letter to the Bank upon the subject, as such transfers have no reference to the accounts opened in the Bank books.

41. You have stated quite truly the extreme difficulties which occur with regard to these accounts; was there not upon this very point very much discussion before the Public Monies Committee, and were not recommendations made for checking part of these transactions?—I do not know whether the Chairman refers to the Reports of the Committee, and to any recommendation made by the Committee.

42. I do?—These matters were the subject of discussion, I believe, before the Public Monies Committee, and likewise became the subject of a recommendation; there was a recommendation of the Public Monies Committee at any rate bearing upon them.

43. One of the recommendations is this: after having sanctioned the course which is now practised, the Report states, "Your Committee recommend that issues from the Exchequer shall be made in order to adjust the payments under every head of service by placing each in credit in the books of the Paymaster, as frequently as possible, consistently with retaining the smallest cash balance, and that such an adjustment shall be completely made at least at the close of every month;" are you aware whether that is now carried into effect?—That I think is carried into effect.

44. The Committee then go on to recommend "that the Paymaster should be required to make up for the Commissioners of Audit accounts to the end of every month, showing the balances for or against every head of service." Do you know whether that is carried out?—Mr. Anderson will state better than I can the precise condition of each of those accounts, but my belief is, that they are carried into effect; that account is rendered to the Treasury in the first instance and not to the Audit Office.

45. There is one other recommendation—"In order to strengthen the check upon the Government in regard to issues of money for any service whatever, in excess of the sum voted by Parliament, your Committee recommend that all payments of the Paymaster General shall be checked from day to day in the Departments in which they are authorised, or made, by an officer to be appointed by the Commissioners of Audit; it will be the duty of this officer to follow from day to day the appropriation of every payment to its proper account, and to report immediately to the Commissioners any excess of the Vote sanctioned by Parliament or other irregularity." Has that been

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been carried out in any way?—I shall require to refresh my memory upon the regulations and proceedings which have been adopted in consequence of that Report; the subject is new to me, and has been so for some years past. I should be glad if the Committee would take their evidence in the first instance from the Deputy Paymaster General, who is present, rather than from me who have not had the subject under my attention for some time. I do not quite understand the relation of this to the Appropriation Audit in the Departments. I am not able to state the exact effect of it at present.

46. (To Mr. *Foster.*) Is that recommendation carried out at all?—That has not been carried out. (Mr. *Chancellor of the Exchequer.*)—It would appear to me as if it was not the work of one officer who could do that; it seems to me to be the duty of a great Department, and not of a single officer; that is the observation which I should make upon it so far as I can comprehend it at a moment's notice.

47–8. Sir *Henry Willoughby.*] With respect to this 850,000 *l.*, the Act of Parliament only having passed at one o'clock, and the Bank of England closing at three, does not any obscurity which has appeared to the Committee arise from the circumstance that a great deal was attempted to be done within those few hours on that day, it being the last day of the financial year?—I am not aware that any of the obscurity is due to that cause; I think that the steps were all in the usual course, but they were obliged to come after one another very rapidly.

49. There is no such person as the Paymaster General, I believe; did the Deputy Paymaster General receive any instructions respecting the transfer of any portion of this 850,000 *l.*, 250,000 *l.* to the Navy, and 500,000 *l.* to the Army, from the Treasury Chest on that day, the 31st of March?—Yes, he received a Treasury letter directing the transfer.

50. On that day?—On that day.

51. Therefore, the whole proceedings took place as between the Exchequer and the Bank, and the Treasury and the Pay Office in those few hours on the same day?—I think so; the Bank is limited by law as to the hours at which it can make its transfers; the Paymaster's Office, I apprehend, would not be under the same limitation.

52. Had the authorities at the Pay Office any knowledge at that time that there was a transfer of credit under the head of "China Naval and Military Operations," to the extent of 850,000 *l.* on that day?—I imagine that the Paymaster General on receiving that letter from the Treasury would take it for granted that a corresponding operation had been effected in the books of the Bank. The Exchequer acquaints the Paymaster General with what it has done; it is right that he should be acquainted.

53. But it is not usual to crowd so many operations of that nature within such a short limit of time?—No; the occasion of it was special; the occasion of it was that the moneys were granted for the service of the year ending the 31st of March 1860. Large issues usually have to be made upon the last day of the financial year, and they must be made in a regular manner. The accounts of the Military Services had been very heavily and very suddenly drawn upon by bills for China, or by remittances of specie, or both. I do not recollect exactly how it was, but I know that they had been very heavily drawn upon on account of expenditure for the China war, and it was therefore necessary to supply them, in order that they might not be in deficiency.

54. Mr. *G. C. Glyn.*] As the transactions were mere transfers, of course there could be very little time required for the whole operation?—Certainly; but in fact, the balances standing in the Paymaster's books to the account of Army Services, Navy Services, and Treasury Chest Fund respectively, at the close of that day, were actually less than the sums with which they had been credited in the course of that day from the Vote of Credit. The Vote of Credit was necessary in order to keep the Departments provisionally within their grants, of course, pending the final settlement of their accounts within the time limited by law.

55. Sir *Stafford Northcote.*] This transfer from the Exchequer Credit, to the Army and Navy Services respectively, was a transfer in the books of the Paymaster General, and not in the accounts at the Bank?—Not in the account at the Bank.

56. And it did not affect the account at the Bank?—It did not appear in that account in any manner. I wish to explain to the Honourable Baronet the Member for Evesham, why it was that it was absolutely necessary, with a view to the regularity of the transactions, to make these provisional appropriations at once.

57. Mr. *Walpole.*] When you use the phrase, that the sum is "noted at the Bank," does it mean that 850,000 *l.* is taken to the credit of the Paymaster General's account?—It means that it is subject to his authority, and that he is entitled to draw upon it.

58. *Chairman.*] But, from day to day the Treasury write to the Paymaster General or the Bank, transferring the different credits to the general account of the Paymaster?—They write to the Paymaster, but not to the Bank; the Treasury do not write to the Bank directing any transfers; the Exchequer write and the Paymaster writes to the Bank, but the Treasury do not write.

59. Then, in point of fact, the Paymaster writes what he likes within the credit?—No; he acts under the directions of the Treasury, but the Treasury send no directions to the Bank.

60. Then how do the Bank know whether it is legitimate or not?—Because the Bank only honour the drafts or follow the directions of the Paymaster within the limits prescribed by the proceedings of the Exchequer.

61. Then, if we wanted to know whether a sum was drawn out by drafts of the Paymaster, it would appear upon the Exchequer account?—It would appear upon his own accounts, which accounts he is supplied with the means of sustaining from the Exchequer credits.

62. The draft would be 850,000 *l.* from the credit of the Vote?—Clearly; the Exchequer would take care that the credit was within the amount given by Parliament, and the credit as actually granted by the Exchequer would be the limit of the Paymaster's drawing power.

63. Then in case there had been any draft by the Paymaster subsequently to the 31st of March upon this credit Vote, it would appear from the cheques of the Paymaster?—Yes; the Paymaster would draw upon his Exchequer Credit, by directing

recting a transfer from the Exchequer account to his Account No. 3, or to his Account No. 4.

64. How did he get the money into his Account No. 1?—In virtue of the directions from the Exchequer that 850,000 *l.* was placed at his disposal, being the sum voted for the China War. Although it did not disappear from the account of the Bank with the Exchequer, yet it was placed as a credit available for the Paymaster's Account No. 1.

65. Then how is it that the Bank are enabled to certify that so much remains at the credit of a particular Vote?—If the Bank certifies, it certifies not by reference to the books of the Paymaster General, but by its communications with the Exchequer. It was certified by the Bank as a credit unissued, but appropriated.

66. Sir *Henry Willoughby.*] It does not follow that one single shilling of this 850,000 *l. eo nomine* placed at the Bank of England to the credit of these military operations in China should be drawn for that purpose; it falls into the general mass of the account upon which the Paymaster General can draw?—It does.

67. It is a mistake to suppose that the Exchequer credit is in any way followed out in the payment of the particular item of expenditure under which it comes to the Bank from the Exchequer?—It is not, and cannot be followed out at the particular moment. When the accounts come to be finally settled, then it will appear whether the aggregate money has been applied, and with the proper distribution, to the aggregate services, each receiving that which it was intended to receive; but at the particular moment the Paymaster General's balances are one balance, and are applicable to whatever legitimate demand upon them arises in connexion with the wants of the public service.

68. That account will not come from the Bank of England, but from the Departments?—It will come from the Departments.

69. *Chairman.*] Still, has the Bank no means of knowing whether a particular credit has been exhausted or not?—No, I imagine that the Bank of England has no means of knowing, from its communications with the Paymaster, anything more than that the credit has been transferred to his working accounts No. 3 and No. 4. What knowledge the Bank may derive from its inspection of the books of the Exchequer I cannot undertake to say, but it has no means of knowing the application of the credits from the operations of the Paymaster General.

70. As soon as the Exchequer have transferred the money from the Exchequer to his credit, their authority ceases?—The authority of the Exchequer ceases so soon as the credit has been given, and no control either of the Bank or of the Exchequer remains.

71. The Pay Office, or the Treasury, may order it to be applied to any expenditure which it pleases, but does not the Bank know whether it has been exhausted or not?—The Bank knows whether the total amount of credits granted by the Exchequer, and the total amount of cash received by it on account of the Paymaster General, have been exhausted, but it knows nothing else.

72. Then this account which the Bank furnish is an account of what they know nothing about? That would rather depend, I think, upon the communications between the Bank and the Exchequer, of which I am not cognisant, and therefore I should not like to give an opinion upon them. I presume that they are fully aware of that to which they certify.

Lunæ, 20° *die Aprilis*, 1863.

MEMBERS PRESENT:

Sir Francis Baring.	Sir Stafford Northcote.
Mr. George Carr Glyn.	Mr. Peel.
Mr. Howes.	Sir Henry Willoughby.

THE RIGHT HON. SIR FRANCIS BARING, IN THE CHAIR.

MORGAN HUGH FOSTER, Esq., called in; and Examined.

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73. *Chairman.*] I BELIEVE you are Assistant Paymaster General?—I am.

74. In point of fact, the whole of the detail business, if not the whole of the business, is performed by the Assistant Paymaster General, is it not?—The work and responsibility of superintending the whole business of the office fall upon me.

75. Is there any salary paid to the Paymaster General?—No; he receives no salary at all as Paymaster General; he is paid as Vice President of the Board of Trade.

76. Will you have the goodness to explain, as shortly as you can, the progress of the money from the Exchequer to your Department, to the Paymaster's Office, and then its appropriation. The first operation I believe is, that there is a Royal Order, is there not?—First, there is a Vote of Parliament, then a Royal Order, accompanied by a Treasury Warrant, and then the Treasury give us an order to pay certain sums, upon which we make a requisition to the Treasury for a credit to meet those payments. The Treasury send directions to the Exchequer to grant us those credits; the Exchequer inform us that they have granted them; and upon that we make our payments.

77. Out of what fund or account do you make your payments?—We have four accounts at the Bank of England; the first is the Exchequer Credit, which is in fact a part of the Exchequer Account; the three others are cash accounts, which stand in the name of the Paymaster General at the Bank of England. The money standing on the Exchequer Credit Account, is not written out of that account, till we draw upon it. It is then transferred from the Exchequer Credit Account to the Drawing Account, and the Bill Account, as we require it.

78. With regard to any payments you make for the general expenditure, I believe the demands are met by the different accounts separately?—We have a Drawing and a Bill Account. The Drawing Account is operated upon by cheques, and all bills are accepted upon the Bill Account.

79. Any moneys that you have to pay out from time to time come out of the common Drawing Account?—Yes; from the common Drawing Account.

80. How is it, that supposing a credit is given for a certain sum for the Army by the Exchequer, that sum finds it way from the credit given for the Army to the Drawing Account?—The Exchequer having given us a credit out of the Army funds, we are entitled to write off any portion that we require to our Drawing Account, which is done by a form, which I can produce if necessary.

81. Do you issue that write-off by a direction of the Treasury, or as you find it necessary to meet your requirements?—As we find that we require money for our Drawing Account, on our own responsibility we make a write-off.

82. In point of fact, you have entire command over any Exchequer credit that has been given?—That is entirely under our control to deal with, as we think proper, or as we require.

83. The money is at the disposal of the Pay Office, is not it?—It is at the credit of the Paymaster General; though retained in the Exchequer Account, it is no longer under the authority of the Exchequer, so much so, that in the Exchequer Return of Balances on Votes of Parliament (Parliamentary Paper, No. 502, Session 1860), it was not returned as a balance.

84. You state that you transfer or draw from the Exchequer Credit Account for your Drawing Account; do you state in those communications, which you call "Write-offs," from what credit the sum is to be drawn and transferred?—It is stated at the head of our order from what Exchequer Account the money is to be transferred, in order to lead the Bank to refer to the credit which the Exchequer have granted.

85. Have you got that form with you?—I have, together with some other forms. This is the form of the Treasury Orders; that is the form of our demand upon the Treasury for an Exchequer Credit; that is the notice from the Exchequer that the credit has been given to us; and that is the form of Write-off—(*The Witness delivered in the four forms*).

86. Will you just read the heading of the last of those forms?—"Naval and Military Operations in China."

87. Sir *Stafford Northcote.*] Is that the heading of the "write off?"—That is the heading of the "write off."

88. *Chairman.*] That would direct the Bank of England to write off the sum specified from what account?—From the Paymaster General's Exchequer Credit Account to his Drawing Account.

89. But from what particular Credit would it direct the Bank to transfer it?—From the Exchequer Credit, which was granted by the Exchequer on account of the Vote of Parliament for Naval and Military Operations in China.

90. Is

90. Is that what we call the Vote of Credit?—Yes.

91. Then would the Bank know perfectly well from what particular Vote that was to be drawn?—Yes, from what head of the Exchequer Credit Account it is to be taken.

92. If there was a credit of 850,000*l.* for the Naval and Military Operations in China, and if you wrote off 100,000*l.* or 95,000*l.*, would the Bank know by how much exactly the credit was diminished?—Yes.

93. Is the order which you put in dated?—Yes, it is dated the 4th of April 1860.

94. How much do you direct the Bank to write off?—£. 95,000 to the Drawing Account.

95. Is there any previous "write-off?"—No, there were a good many subsequent ones.

96. Will you give the Committee the dates of them?—I have a list of them—(*producing the same*)—which I can hand in.—(*The same was handed in*).

97. On the 4th of April I see 95,000*l.*, is that so?—Yes.

98. On the 5th April, 78,000*l.*?—Yes, to the Drawing Account.

99. And to the Bill Account, 137,000*l.*?—Yes.

100. On the 7th of April, 154,000*l.*?—Yes.

101. On the 9th of April, 81,000*l.*; on the 10th, 90,000*l.*, and on the 11th, 8,000*l.*; all the amounts on the 7th, 9th, 10th, and 11th being to the Bill Account?—Yes.

102. Then again on the 11th, to the Drawing Account, 150,000*l.*?—Yes.

103. On the 12th, 57,000*l.*?—Yes, to the Drawing Account.

104. Then it will appear from this paper, that on the 31st of March no money had been written off from that particular credit, either to the Paymaster's Drawing or to his Bill Account?—It became available, but it was not used for some days afterwards.

105. Will you explain to the Committee how it appears that an order was given on the 31st March to carry two sums to the Army and Navy?—£. 500,000 was carried to the Army, and 250,000*l.* to the Navy, and 100,000*l.* remained in the Chest to meet other charges against the Chest.

106. Was that by the direction of the Treasury?—That was done by these orders, which I have with me, from the Treasury to us to transfer from the Treasury Chest Account to which the 850,000*l.* had been carried, to the Army Account 500,000*l.*, and to the Navy Account 250,000*l.*

107. You speak of the Treasury Chest; were any of those sums transferred to the Treasury Chest Account?—The whole of the credit went to the Treasury Chest Account. All Votes of Credit for what used to be called "Army Extraordinaries" go to the credit of the Treasury Chest Account in the books of the Paymaster General.

108. What I want to know is this: we are told that there were on the 31st of March two sums transferred, one to the Army and one to the Navy. At that time you had not drawn from that credit, had you?—No, these transactions formed a part of our Service transfers for the month. We do not pass them through the Bank at all. On the 31st of March the whole of the transfers amounted to 125 in number on the debit side, and to 74 on the credit side of the account. Those are entirely made in the books of the Paymaster General, and all we have to do with regard to the Bank is to see that we have received Exchequer Credits sufficient to cover the demands which those transactions require out of each Vote of Parliament. I have here the list of Service transfers that were made on that day, not involving the transfer of any cash whatever at the Bank of England—(*The Witness handed in the same*).

109. In point of fact you had exceeded the Vote upon the Army and Navy, had you not?—The Army and Navy were in advance for expenditure in China, and to put them in funds it was necessary to transfer to their credit money from the China Vote.

110. They had expended more than the Vote, and that excess had been met by advances from the Treasury Chest, is not that so?—The Army and Navy had incurred expenditure which would have fallen upon their own Votes if it had not been provided for by the Vote of Credit. But as it would have made them exceed their Votes had they not been supplied with additional funds, a Vote of Credit was granted; and before the close of the financial year the estimated amount of the excess of expenditure on account of China was transferred from the Vote of Credit for China to the credit of Army and Navy funds.

111. But the excess had been originally met from advances from the Treasury Chest, had it not, on both services?—Yes.

112. It was, under those circumstances, quite impossible to avoid exceeding the expenditure?—Yes; and the Vote of Credit was specially granted to cover that excess, after applying any surpluses which might arise upon their own Votes for ordinary services.

113. If they exceeded the Vote, how could that be made up from their Vote?—Suppose they had paid for matters connected with China out of one of their Votes, that would require to be replaced out of the Vote of Credit before they closed their accounts.

114. But how could they exceed their Vote?—They would have exceeded their Vote had the funds not been replaced out of the Vote of Credit.

115. Then the money would have come from the Vote for the former year, or for the succeeding year, would it not?—In that case, if they had not been supplied, they would have exceeded their Vote, and it would have been necessary to have taken a supplementary Vote.

116. I want to know how the actual excess would have been met?—It must have been met out of the Treasury Chest funds.

117. The whole must have been met out of the Treasury Chest funds?—Yes; whatever was in excess of their Vote.

118. Sir *Stafford Northcote.*] Or it might have been met out of the Votes for the next year, might it not, if the Votes for the year ending on the 31st of March of the next year were not available then, supposing that those accounts were overdrawn, and bills were coming in—those bills having come in after the 31st of March—they might have been met out of the funds already in your hands, that is, if there had been no Vote of Credit?—Yes; but in making up the War Office Accounts afterwards it would have been shown that they had exceeded the Votes. If the Committee wish it, I will read the Treasury directions, which were laid by command before Parliament in 1849, about the manner in which we deal with transfers. It is a paper containing a copy of a Treasury Minute of the 22d

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of December 1848, laid by command before the Houses of Parliament in 1849, No. 1040. It says, "In all cases, however, in which advances and repayments are to be made between Services, whether those to which the Paymaster General's Accounts have heretofore been confined, or those the management of which is now transferred to him, there will be no necessity for passing such transactions through the Paymaster General's Accounts at the Bank of England, as they can more conveniently be adjusted by transfers in his own books. It is their Lordships' desire, therefore, that no such adjustments of account shall be effected by actual transfers of cash at the Bank of England, but that the respective Services shall be debited and credited in the Paymaster General's own books in pursuance of orders to be issued to him by the Departments concerned in such transfers. These transfers are of considerable amount, and they arise chiefly out of the settlements between the Commissariat Chest Account and the several Departments for advances out of the Commissariat Chests abroad for Naval and Military Services, and between the grant for Civil Contingencies and those Services which have been temporarily provided for by advances from that grant. My Lords attach great importance to a strict adherence to the regulations now laid down for the adjustment of these tansfers, as it will not only provide for the utmost clearness of account, but it will prevent at the same time an undue accumulation of the Paymaster General's balances at the Bank, and afford the safest guarantee against any kind of irregularity in the settlement of transactions of such magnitude."

119. *Chairman.*] What was the advantage of your not leaving the credit untouched on the 31st of March?—If it had not been transferred by the Exchequer to the Paymaster General's credit on the 31st of March it would have lapsed into the next year's account; it was necessary, therefore, in order to make the accounts of the issuing and expending Departments consistent with one another, to pay it in to his credit; we did not require it for actual payments through our Drawing Accounts till the quarter had closed, and the heavy payments at the commencement of April began.

120. In point of fact, supposing you could have put an ear-mark upon this money, was this money employed for the payment of other Services, or was it confined to that particular Service, namely, the Army and Navy of that year?—There being no distinction of Services at the Bank, it fell into the general balance of the Paymaster General's Banking Account. But having that credit of 850,000 *l.* at our disposal on the 31st March, we divided it amongst the Services, in accordance with the distribution ordered by the Treasury.

121. In point of fact, if it once got into your Drawing or Bill Account, you applied it as it might be required?—We could not assign it to one Service more than another in the cheques that we issued.

122. That was in conformity with the regulations which were laid before Parliament?—Yes, the regulations which were approved by Parliament.

123. There is an account signed by you at the end upon which you reported to the Committee of the House of Commons; have you got that; I mean your account, not the one signed by the Exchequer?—I have it—(*producing the same*).

124. With regard to the Exchequer Credits, I observe that you make the Exchequer Credits amount to 1,466,812 *l.*?—That is the balance of the Exchequer Credits that remained to us on the 31st of March.

125. Have you got the particulars of that account, stating what the Exchequer Credits were?—These are they—(*producing a paper*).—I may point out that the Army, if it had not received that 500,000 *l.*, would, by that account, evidently have overdrawn its Vote.

126. Perhaps you will just read that statement, confining yourself to the Exchequer Credits?—"Exchequer Credits granted out of the following Votes: Army, 100,687 *l.*; Navy, 320,000 *l.*; Vote of Credit, China War, 850,000 *l.*; Civil List, third class, 43,125 *l.*; Convict Establishment, Colonies, 24,000 *l.*; British Kaffraria Native Tribes, 34,000 *l.*; Printing and Stationery vote, 55,000 *l.*; Civil Contingencies, 40,000 *l.*; total on Exchequer Credit Account, 1,466,812 *l.*"

127. Then the 850,000 *l.* formed a part of your Exchequer Credits at the time?—Yes.

128. You are aware that this subject was very much investigated before the Public Monies Committee; that was, I think, before you were appointed to your office?—Yes.

129. You probably have had your attention called to the recommendations of that Committee?—Yes, I have.

130. In the first page of that Report, the Committee recommend "that issues from the Exchequer shall be made in order to adjust the payments under every head of Service by placing each in credit in the books of the Paymaster as frequently as possible, consistently with retaining the smallest cash balance, and that such an adjustment shall be completely made at least at the close of every month;" is that carried out?—That is completely carried out; in fact it was to enable us to carry it out, that this 850,000 *l.* was required.

131. And "that the Paymaster should be required to make up for the Commissioners of Audit accounts to the end of every month, showing the balance for or against every head of service, and that any provision of the Exchequer Regulation Act of 1834, which may be contrary to this, should be repealed; is that carried out?—We do not send it to the Audit Office, we make a return to the Treasury once a month.

132. That part which recommends that it should be sent to the Audit Office is not complied with?—That is not carried out; the auditors could not deal with it at present at all; they have no means of dealing with it if it were sent to them.

133. Sir *Henry Willoughby.*] What do you mean by "means?"—They have not the information to check us: they have no Appropriation Audit of the Miscellaneous Votes; they do not profess to have an Appropriation Audit of the Civil Services, and consequently they disregard the question about the Votes.

134. *Chairman.*] Then there is a further recommendation: "In order to strengthen the check upon the Government in regard to issues of money for any Service whatever in excess of the sum voted by Parliament, your Committee recommend that all payments of the Paymaster General should be checked from day to day in the Departments in which they are authorised or made, by an officer to be appointed by the Commissioners of Audit; it will be the duty of the officer to follow from day to day the appropriation of every payment to its proper account, and

to

to report immediately to the Commissioners any excess of the Vote sanctioned by Parliament, or other irregularity;" is that carried out at all?—That is not carried out at all as regards most of the Civil Services; but it has been for a long time in full operation for the payments authorized in the Army and Navy Departments.

135. From reading the evidence, perhaps you may be aware that this Committee laid great stress upon having an Officer of the Audit in the Paymaster's Office; one opinion was, that it should be an officer of the Exchequer, and another was, that it should be an officer of the Audit Board; but neither one nor the other has been carried out?—No; if I rightly understand the recommendation of the Committee, it was not so limited as the question implies; the object which they had in view was that the expenditure should be checked at its source, that is, in the Department in which it is in the first instance authorised.

136. Has any attention been paid to that recommendation so as to meet it in other ways?—It has been considered, I know, and the check has been extended to the accounts of the Revenue Departments; but the difficulties seemed to be so great in reference to the scattered Departments in which the Miscellaneous Civil Service Payments are authorised, that I think no one sees at present how it can be carried out.

137. Are you aware that it was very much considered at the time?—Yes, I think so; but I think those who had a practical knowledge upon the subject were all unanimous that there would be very great difficulty in carrying out any such arrangement in the office in which the orders for payment are cashed, and I apprehend that the Committee had that difficulty in view when they recommended the alternative of checking the payments in the offices in which the payments are authorised.

138. Sir G. C. Lewis was the Chancellor of the Exchequer at that time, and he agreed to it, I think?—I think any one who will come to the Pay Office on the first day of any quarter, and see the hundreds, I may say thousands, of people who pass through, and who each receive a payment, will understand the difficulty; how any auditor is to check those payments day by day, I cannot conceive.

139. That depends upon the extent to which the check might go?—Any check to be useful must be efficient. He would have to let every payment in the Pay Office pass through his hands in order to have any control over the payments.

140. However, nothing has been done upon that recommendation?—Nothing at all, beyond the checks to which I have already referred.

141. I think there is one further recommendation as to moneys in deposit; "they further recommend that moneys in deposit in the Pay Office should be carried to a separate account at the Bank, as they neither form part of the public revenue, nor are voted by Parliament as ways and means. The payment may still be made through the General Drawing Account;" has that been carried out at all?—All deposits go to separate accounts in our books, and are paid to the cash account of the Paymaster General at the Bank of England, but we do not retain the whole of the money in the Bank of England Account. The recommendation of the Committee has been practically carried into effect by investing the surplus deposit balance and thus withdrawing the money from the floating balance of the Paymaster General.

142. Mr. *G. C. Glyn.*] What do you mean by moneys in deposit?—There are a great many receipts for the different Services, not Votes of Parliament, which are deposited with us for safe-keeping or for use until they are required. The Crown's nominee has a large balance in our hands. The Mercantile Marine Fund has also a large balance in our hands, part in cash and part in Exchequer Bills.

143. Does the Paymaster General draw all the cheques on the account of those services?—All the payments pass through the Paymaster General's office.

144. Are the books entirely kept there?—Entirely; each Department of course keeps its own accounts.

145. As far as the drawing goes, the Paymaster General keeps it?—The Paymaster General keeps the account.

146. Sir *Henry Willoughby.*] Am I right in supposing with regard to this 850,000 *l.* that on the day that you get the order from the Treasury—that is on the 31st of March, you first learn from the Treasury that there is an Exchequer credit?—That is the first day that we learn it officially.

147. The credit was also given you at the Bank on that day?—Yes; on that day.

148. When you transferred the 850,000 *l.* to the Treasury Chest Fund, had you any official knowledge that you had that Exchequer credit at the Bank, except what you learnt from the Treasury?—We had notice from the Exchequer.

149. Was that in the paper signed by Mr. Ottey?—Yes.

150. Is it usual to do all those transactions on one day?—The transfers are always carried out on the last day of every month.

151. Was that the reason why the 850,000 *l.* was transferred to the Treasury Chest on March 31st, 1860?—The special reason why that had to be done on that day was this, that the Vote of Parliament had not the Queen's sanction until that day; it was for the service of the year 1859-60, and if it had not been made use of on that day it would have lapsed into the Expenditure Account for the year 1860-61.

152. In point of fact, before that Vote of Credit had passed the Legislature, was not the money spent?—The Treasury Chest had made considerable advances for the China war expenses.

153. Is it not clear on your statement that at least 750,000 *l.* out of the 850,000 *l.* were already gone before the Vote of Credit was obtained?—That was the estimated amount for the Army and Navy.

154. Is it true that the expense, Naval and Military, was actually known and incurred before the Vote of Credit was obtained?—It was voted on an estimate on the 19th March 1860. The accounts not having arrived from China, of course there was no positive proof, but so far as the Admiralty and the War Office could estimate the expenditure, those were the amounts that they considered had been advanced on account of the China expenses.

155. Did not the Treasury Chest Accounts show to the Treasury that the money was expended before that Vote of Credit was obtained?—The Treasury Chest Accounts were not received in office till long after the Vote had been

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been passed; I think the Vote was taken only upon estimate; there was no closed account upon which the expenditure could be ascertained.

156. You at the Pay Office did not hesitate to transfer the whole sum of 850,000 *l.* from the Treasury Chest Fund on the order of the Treasury?—We act under the order of the Treasury.

157. You look to no other quarter for orders except the Treasury?—Not for operations upon that Vote.

158. Do you, in point of fact, now act under the statute law, or do you act in the Pay Office under minutes of the Treasury?—We act under minutes of the Treasury, except where the statute law would over-ride them; but I take it for granted that the directions of the Treasury never contravene an Act of Parliament.

159. That you take for granted?—If I saw that it did, I should follow the Act of Parliament.

160. Is your office constituted under the 5 & 6 Will. 4, c. 35?—The 5 & 6 Will. 4, c. 35.

161. Is that the sole Act of Parliament which applies to the Pay Office?—There was a subsequent Act, 11 & 12 Vict. c. 55.

162. To what does the Act of the 11 & 12 Vict. relate?—That relates to the abolition of the office of the Paymaster of Civil Services, the duties of which, as well as those of the Exchequer Bill Office, were transferred to the Paymaster General.

163. In the Act of the 5 & 6 of Will. 4, there is no word used throughout the Act except the words Paymaster General; there is no allusion whatever to any deputy, is there?—No; the Paymaster General is the person considered to act in everything.

164. Then you, as I understand it, are the Assistant Paymaster General, and you act under the authority of a minute of the Treasury?—And a deputation is granted to me by the Paymaster General; I sign documents for him by deputation.

165. Then is the Paymaster General really the responsible officer of the Department?—He is the accounting officer for the moneys received and paid at the office, but I should be held responsible for the proper working of the business of the office.

166. But in the sole Act of Parliament which constitutes your office, the only party mentioned is the Paymaster General; there is no allusion, is there, to an Assistant Paymaster General?—I think not.

167. Therefore, except, so far as you say, you have the authority from the Paymaster General, you do solely act under the authority of Minutes of the Treasury?—Yes, under Minutes of the Treasury.

168. And there is no statute that you can refer to, clothing you with the special powers which you exercise as Assistant Paymaster General?—There is no statute conferring independent powers on the Assistant Paymaster General; the Paymaster General has the power, which everyone else has, to depute, by a power of attorney, any deputy to act for him, and that is the authority upon which I act; but the Acts to which I have already referred give full power to the Treasury to make regulations for the government of the office.

169. Whence does the Paymaster General derive that power of granting a power of attorney?—I imagine that that is an inherent right of everybody.

170. The facts are just as you state, that there is no mention of an Assistant Paymaster General in the Act?—No; that is one of the offices created by the Treasury under the authority vested in them by the 10th section of the Act 5 & 6 Will. 4, c. 35.

171. Sir *Stafford Northcote.*] Does the Paymaster General do anything at all; has he any functions?—He never signs anything except the receipt of Exchequer Bills, which Lord Monteagle used to require him to sign.

172. Sir *Henry Willoughby.*] The Right Honourable Chairman called your attention to certain recommendations of a Committee which sat on Public Moneys: was not there some recommendation, speaking from memory, which observed upon the Pay Officer being also a receiving officer of moneys to a large extent; is that so?—Yes, that is so.

173. Have any measures been taken to separate these two functions of paying and receiving?—We continue to receive numerous sums on account of the several Departments, and we report all such receipts to them.

174. No change has taken place then?—No change.

175. These Deposit Accounts and various other accounts amount, in the course of the year, to a very considerable sum, do they not?—Yes, a very large sum.

176. Do they amount, to take a sort of average, to half a million?—The sums paid to the Cash Account for all Services in the year 1859-60 amounted to between 4,000,000 *l.* and 5,000,000 *l.*, nearly two-thirds of which related to Army Services.

177. Mr. *G. C. Glyn.*] Not upon the deposit account only; over receipts of all kinds; for instance, extraordinary receipts on account of the Army?—I am including them.

178. Sir *Henry Willoughby.*] I meant that the general receipts from all sources would amount to several millions?—Including Army Extraordinary Receipts.

179. *Chairman.*] Will you put the correct sum in when you have ascertained it?—Yes.

180. Sir *Henry Willoughby.*] Do you mean to include the Extraordinary Army Receipts transferred to the Exchequer, or merely the sums paid to the Cash Account at the Bank of England?—The amount paid to our Cash Account at the Bank of England, which would include large sums on account of Army and other Receipts payable to the Exchequer.

181. The whole of these sums, whatever they are, may pass to your Drawing Account?—Any disposal of such receipts must pass through our Drawing Account.

182. And those sums, from whatever sources they may be coming, may be used for any Services upon which you are called upon to make a payment under proper authority?—Yes; but I have already explained that the larger portion of these Deposit Receipts is invested, so that the whole remaining available balance in cash is rarely more than sufficient to meet the current payments for these Deposit Accounts.

183. And you never look at the source from which those sums come (whether it is Army or Navy, or any other Service) when you see that it is a duly authorised demand?—We make use of any

any money we have at our credit, for any purpose for which we are justified in paying money.

184. Indiscriminately?—Indiscriminately.

185. In fact, it would not be possible to have an immense series of accounts standing for different objects; it would be too embarrassing a system to be carried on, would it not?—Yes; and it would involve a great loss by having useless balances lying at the Bank of England.

186. It is quite clear that all these amounts which you receive are used for expenditure for the season?—For the season; that is, till they are applied to the purposes for which they were paid in, or have been invested.

187. Am I right in supposing that a monthly adjustment takes place?—Always before the close of the month.

188. Who is responsible for that monthly adjustment? Is it your duty?—It is the duty of the Pay Office. I am primarily responsible. It is the special duty of the Bookkeeper to watch these points and to show me the results.

189. Have you a special officer charged with that function in your office?—Yes, the Bookkeeper.

190. Is that account in any way sent by you to the Treasury from month to month?—We send to the Treasury, at the end of every month, a Monthly Statement of Balances, showing that they are all in credit.

191. Therefore the Treasury is in possession of the precise state of every account at the end of every month?—At the end of every month they know the exact balance which every Vote and every Deposit Account has at its credit.

192. Mr. *G. C. Glyn.*] Does the Paymaster General give security?—No.

193. Do you give security?—No; I have no power of drawing money.

194. I think you said there were four accounts at the Bank of England?—Four.

195. Number 1 is the Exchequer Credit Account, over which you have no control whatever?—Number 1 is the Exchequer Account, over which we have the sole control.

196. Number 2 is your Drawing Account?—Number 2 is a Cash Account, to which all Cash Receipts go; Number 3 is the Drawing Account, and Number 4 is the Bill Account.

197. What is the use of keeping up a distinction between the first and second accounts?—The one consists solely of Exchequer Credits granted to us upon the account of the Comptroller of the Exchequer; the Cash Account is the account of all moneys received by the Paymaster General on account of those matters which were spoken of just now, and the account is opened in his own name.

198. Before you can make use of the Exchequer Credits, you must transfer them to the Cash Account, must you not?—No; we transfer from either account to the Drawing or the Bill Account.

199. There is an advantage, therefore, in your keeping the account in accordance with your own books by transferring, as you want the money, to your Drawing or to your Bill Account?—Yes.

200. Mr. *Howes.*] With respect to the particular item of 850,000*l.* in an Exchequer Account, it appears as the Balance of the Credit separately. I am referring to Paper No. 270?—If you look at the Exchequer Account giving the Balance of Votes unissued from the Exchequer at the 31st of March 1860, No. 502 (ordered by the House of Commons to be printed on the 31st of July 1860), you will see that it does not appear that there was any balance remaining at the credit of the Vote in the Exchequer Account.

201. In that Paper, No. 502, I think you said just now that it was included in the Exchequer Credit of 1,466,812*l.*; is not that so?—It is included among our Exchequer Credits.

202. With other Exchequer Credits, it is included in the gross sum of 1,466,812*l.*?—Yes, it is included in that.

203. In the Exchequer Account No. 270 it appears by itself as the Balance of Credit at the Bank of England on the 31st of March 1860?—Yes; all those credits, except, I believe, two, belong to the Paymaster General's Exchequer Credit Account.

204. And those two correspond in this way, that they both appear as Exchequer Credits?—As Exchequer Credits.

205. Did I not understand you to say just now, that on the 31st of March 1860, the whole sum of 850,000*l.* was transferred to the Treasury Chest Account?—In our books; but the money was not touched at the Bank, nor was the Exchequer Credit touched at the Bank.

206. Is it correct, that it should appear as a Balance of Credit untouched in the Exchequer Credit Book, and also have been transferred to the Treasury Chest Account in some other book of yours?—It is this: we had upon the Vote for China an Exchequer Credit of 850,000*l.* granted to us; we found, that out of that sum, 500,000*l.* ought to be transferred to the Army, and 250,000*l.* to the Navy, and 100,000*l.* ought to remain in the Treasury Chest Account, to meet other demands. We therefore apportioned in our books, under Treasury Orders, the sum of 850,000*l.* in that proportion; but we did not transfer it to our Drawing Account until it was wanted to meet current payments. Had it been transferred to our Drawing Account, the distinction of its having come from the Vote of Credit, that is, the "Ear-marking," would have been lost. The proper appropriation of the grant to Army and Navy Services, in the authorised proportions, was not affected by our leaving it standing to the Exchequer Credit Account; but in the books of the Bank of England it remained simply as an appropriated credit.

207. That apportionment took place, in what books of yours?—In our ledger; it would pass through the journal and the ledger.

208. Sir *Stafford Northcote.*] Then, so far as the Exchequer is concerned, it is a private account, and they know nothing about it?—The Exchequer know nothing whatever of these transfers.

209. Mr. *Howes.*] That is the very point I have been wishing to come to. There is nothing incorrect, in substance probably, I may say certainly; but in form, is it correct that in these Returns, which are made to the House of Commons, it should appear that there is a Balance of Credit, when on the same day it, in fact, had been transferred or written off? It is a question whether it does not rather mislead the body to whom the Return is made, because it appears in these two accounts, strictly speaking, in the shape of a balance untouched?—It is a Balance of Credit at the Bank of England untouched, but appropriated and treated therefore as Expenditure under the express provisions of the law (Act 4 Will. 4, c. 15); but I do not think that that shows that it

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it had not been apportioned to reimburse to the different Departments the expenses defrayed by them out of the ordinary Grants before the Credit became available.

210. But is not that apportionment to meet other expenses rather inconsistent with the representation that it is a pure balance?—That sum was issued out of the China Vote to the credit of the Paymaster General to enable him to repay to the Departments their advances; the Vote Account therefore became closed; the Paymaster General having that sum at his Credit, drew less from the Exchequer for the Services to which the repayments were made; these repayments being adjusted by transfers between the Services in the books of the Paymaster General alone, without any corresponding transfers through cash at the Bank, it is impossible that the latter can ever represent the true Balances at the Credit of the Services; indeed the Bank Accounts were never intended to do so.

211. For all that the Bank knew, it might absolutely have been used on the 31st of March 1860, and yet this Return might have been in its present shape; is not that so?—The Bank knows nothing of these appropriations; the Bank placed the 850,000 *l.* at our credit, and transferred it to the Drawing or the Bill Account, when we required to use the money for current payments.

212. Sir *Stafford Northcote.*] It could not be said that the money was used until it had been transferred to one of those accounts, could it?—The money was not used at the Bank until so transferred, but the credit was made use of by being apportioned in our books to the credit of other accounts to replace the advances made.

213. Mr. *Howes.*] That seems to me rather inconsistent with the representation that it is what I have called before a pure balance?—Not necessarily so, I think.

214. Mr. *G. C. Glyn.*] In fact, you were repaying advances made upon other accounts by that transaction?—Yes.

215. In point of fact, the 850,000 *l.* went to the credit of the account out of which the advances had been previously taken?—Yes.

216. And the transfers in your books were merely a readjustment of the items in the books so far as the books went?—Exactly.

217. *Chairman.*] In point of fact, of the 850,000 *l.*, the principal part went to the Treasury Chest, did it not?—The whole of the Vote of Credit goes to the Treasury Chest in the first instance.

218. The whole of the Vote of Credit ultimately went to the Treasury Chest?—Yes.

219. Sir *Stafford Northcote.*] Was not it the case that the portion of this credit which had been apportioned to the Navy was afterwards repaid and not wanted by the Navy?—I believe it did turn out that the Admiralty Estimate of its expenses in China was so far wrong, that they found that out of their ordinary votes they might have met this expenditure; but they could not tell what surplus balances they would have upon their Votes till their accounts were adjusted, which did not happen for some months afterwards.

220. Then, in point of fact, they never did use the 250,000 *l.*?—It was repaid.

221. And, therefore, it cannot be said that it was actually used, though it had been apportioned?—It had been apportioned, and actually transferred to the credit of Navy Services, but it was replaced some months afterwards when authority was given, under the provisions of the Appropriation Act, to apply certain surpluses in Navy Votes in aid of China Expenditure.

222. It might have been convenient, for the information of Parliament, that a note should have been appended to the statement, that there were 850,000 *l.* to the credit of the Vote, stating that that had been apportioned or appropriated in the books of the Paymaster General; but it would have been incorrect to have represented in the Exchequer Account that it was anything else than an Exchequer Credit for the full amount, would it not?—Yes, I think it would have been incorrect to have done so. It was distinguished in the Exchequer Return as an appropriated Credit.

223. *Chairman.*] Are you quite sure that the Admiralty applied for that 250,000 *l.*?—The application would not pass through the Pay Office at all, but I have understood that that was the estimate given in by the Admiralty.

224. Sir *Stafford Northcote.*] After all, with reference to this sum, it was only an estimate of what they probably would want; they could not positively know what they really would want till some time afterwards?—There was a large expenditure taking place in China. It appears by the Naval Accounts for 1859-60, subsequently laid before Parliament, that the excesses of Naval Expenditure, including China, for that year, amounted to 490,244 *l.*; but owing to surpluses on other Naval Grants, amounting to 508,301 *l.*, which could not be ascertained till the closing of the accounts eight months afterwards, the advance of 250,000 *l.* became released and was repaid.

225. On the very day on which the money was placed to the credit of that account, the expenditure was going on in China, and, therefore, they could not know for some months afterwards what the amount of that expenditure was, could they?—No, they could not do so until the expiration of eight or nine months.

226. Whenever they got to know what that expenditure was, it would be necessary that they should meet it out of the funds voted for the service of the year now expiring?—Yes; by the terms of the Vote of Credit they were bound to apply all their surpluses in aid of China Expenses before appropriating the Vote of Credit.

227. In anticipation of that, upon the best estimate they could make, they put down 500,000 *l.* out of the 850,000 *l.* for the one service and 250,000 *l.* for the other, supposing that that would meet the claims that would be made eventually?—Yes; but it was found that they could meet them out of the ordinary Votes by savings.

228. It would, therefore, be incorrect to say, that the amount of the credit had been used, and also put down in the other account, as remaining to be used?—Exactly; but it was shown as a Credit appropriated to replace Advances.

229. Mr. *Peel.*] In fact, a Vote of Credit is not available until the ordinary Votes have been exhausted, is not that so?—Exactly; the ordinary Votes must be exhausted before recourse can be had to the Votes of Credit.

230. They could not tell at the time of this Vote of Credit that there would be a surplus upon the other Votes?—They could not tell that until the

the accounts had been made up, which was some months afterwards.

231. Sir *Stafford Northcote.*] — We clearly understand that the reason of your being in a hurry to make the transfer of the amount of the Votes on the 31st of March, was, that it might be available for the Services of the year which came to an end on the 31st of March, whenever it came to be known what the actual expenditure was?—Yes; the issue was made for that purpose.

232. *Chairman.*] Is it correct to say, that supposing the Treasury Chest had retained that sum of money in their hands after the 31st of March, you could not have issued it to meet the excess upon the Navy Vote. If instead of transferring this to the Navy Expenditure, you had kept it in the Treasury Chest, and it had turned out ultimately that the Navy having made no application for the 250,000*l.* there was an excess of 250,000*l.*, are we to understand that in that case you would be prohibited from using the money in the Treasury Chest of this Vote to meet that deficiency?—I think in this case, which was rather an unusual one, as the Vote of Credit specially assigned the money to the service of the year 1859-60, if it had not been placed to the Credit of the Navy at that time, and the Navy had exceeded its Estimates, then it would not have been correct to have applied it to the Navy afterwards; but the duty of regulating these appropriations does not belong to the Pay Department.

233. The expenditure would have been expenditure for that year; the Navy would have exceeded their Vote for that year, would they not; when they make up their accounts, though the accounts are not made up till November, or whenever the time is, still they are the accounts for the payments within that year?—They are the payments to the 31st of March, 1860, and in this case they would have exceeded their payments in the Army by 500,000 *l.* if this sum had not been placed to their credit.

234. Supposing they had made no application previously to the 31st of March but had exceeded their payments, and ultimately, when the accounts were made up, had found that they were 250,000*l.* in excess, would not you have had, quite consistently with the Votes, the power of transferring that sum from the Treasury Chest in payment, as being expenditure of the year to which it was applied?—I think it would have been necessary then to make the issue in the following year, which would have made the Treasury Accounts and the Departmental Accounts inconsistent with one another.

235. If the money had been actually paid and expended abroad in that year, do you mean to say that we have a right to transfer those moneys which were paid before the 31st of March to the account of the succeeding year?—The Vote was granted for the year 1859-60, and unless it was shown that it was expended within that year, or transferred to the credit of the Army and Navy, and therefore paid away, I think that it would have lapsed; but, as I have stated before, these questions of appropriation do not relate to the duties of my office.

236. It would have lapsed if it had not been drawn out of the Exchequer and placed to the credit of those Services, or to the credit of the Army Extraordinaries, but would there have been any impropriety in meeting the expenditure of 1859-60 from that Vote?—If no application had been made previously it would have been right to do so.

237. Sir *Stafford Northcote.*] How much of that 850,000*l.* ultimately went to Army Services?—I think only 500,000*l.*

238. Not more than that?—I think the subsequent payments to the Army came out of subsequent Votes.

239. Then what became of the remaining 350,000*l.* granted by Parliament?—Large sums were paid to the Indian Government.

240. For Army or Navy Services?—In repayment of expenditure on account of the Indian Army, but the Indian Government are not bound by the Votes for the year.

241. In point of fact, moneys were paid out of that Vote which had not been apportioned in your books before the 31st of March?—Sums were paid to the Indian Government.

242. Mr. *Howes.*] The sum total of the balances at the Bank of England is 1,523,522*l.* in the return from the Paymaster General's Office, No. 502, and the sum total of the Statement No. 2 in the same paper of cash balances to the credit of the several Votes of course is the same sum?—Yes.

243. Then the 850,000*l.* is included in the Exchequer Credits, which is the first item of the balances of the Bank of England?—Yes, as a Credit granted and appropriated.

244. Where in the Statement No. 2 is that 850,000*l.*?—It is merged in the Army, Navy, and Treasury Chest Balances; and this shows that if we had not transferred 500,000*l.* to the credit of the Army Services the Army could not have met its expenditure, because the balance, after the transfer of the 500,000*l.*, only left 434,000*l.* to its credit. The Navy had to meet still larger payments by the 31st of March, and, notwithstanding the transfer of 250,000*l.* to the credit of the Navy, its balance was only 90,000*l.*

245. The three items coming last but two in Statement No. 2, Army and Navy and Treasury Chest, in themselves do not include the 850,000*l.* in that account; that is obvious?—The transfer sheet will show that large sums were transferred to and from the different Services; the Army and Navy had to make large payments, and the Treasury Chest had also to make large payments, so that although it retained 100,000*l.* out of 850,000 *l.*, the balance at the credit of the Treasury Chest was under 80,000 *l.*

246. From the evidence it would seem that 100,000 *l.* had been placed to the credit of the Treasury Chest on the 31st March?—It was placed to the credit of the Treasury Chest Fund on that day, but the Treasury Chest Fund had to make many payments on that day also, which not only exhausted the balance it began with on that day, but part of the credit of 100,000 *l.*.

247. At the end of that day there was not 100,000 *l.* to the credit of the Treasury Chest?—No.

248. Mr. *G. C. Glyn.*] It would have been overdrawn by so much, would not it, unless that sum had been placed to its credit?—It would have been overdrawn if we had not had that sum to meet the bills from China.

249. The same remark applies to the other two accounts?—Yes.

250. Mr. *Howes.*] Can you strictly say that the 850,000*l.* was the balance on this account on that

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day, the Army receiving 500,000 *l.*, the Navy, 250,000 *l.*, and the Treasury Chest, 100,000 *l.*?—That was not the balance at the close of the day; those were the sums transferred to the credit of those accounts on that day.

251. This is called a statement of the cash balances on the 31st of March; is not that a statement of the cash balances at the end of that day?—Statement No. 2 is.

252. Then the other Return is not a statement of the balance at the end of the day: I am speaking now of the Return of the Exchequer, No. 270, where the 850,000 *l.* appears?—Yes, that is also at the close of the day.

253. *Chairman.*] In point of fact, is it not quite possible from that Exchequer Account, taking Lord Monteagle's account, that it would appear here that a particular grant had not been exceeded, and that there was a certain amount to their credit undrawn out of the Exchequer Credit, apparently undrawn, while in reality on the other hand the Vote has been exceeded, and not a sixpence remained really to the credit, though it appeared at the credit. Take Holyhead Harbour for instance, or anything else in Account No. 270; it appears there that the Royal Order was 80,000 *l.*, and the Treasury Warrant 80,000 *l.*; that the Exchequer Credits at the Bank of England, and transfers at the Bank of Ireland, were 69,000 *l.*, and the balance of credits at the Bank of England on the 31st of March 1859, 10,000 *l.* Is it not quite possible that by advance from Civil Contingencies, or any other ways, in point of fact, the whole of that sum of 80,000 *l.* may have been paid, and still more have been paid, and yet it would appear there that there was a credit at the Bank of England unissued of 10,000 *l.*?—It might have been advanced out of Civil Contingencies, if there had been funds to that extent upon the account, but I do not see with what object the advance would be so made.

254. It might have been paid out of any other sums of money in your hands?—Not at the close of the month, if we put all the Votes in credit.

255. You put it right at the close of the month? Yes.

256. If you did not put it right, it might, as in this case, lead common people to misunderstand the state of the Vote?—I think the system of keeping these Exchequer Credits and the Exchequer Accounts might mislead a person who was not well acquainted with the subject.

257. In point of fact, this account is now inconsistent with the real state of the facts, or may be inconsistent with the real state of the facts?—I cannot see that. It might explain it better if we were to say, "Balance of Credits at the Bank of England in favour of the Paymaster General."

258. The Exchequer tells us, that 850,000 *l.* are in the Bank of England, and not a sixpence has gone out of the Paymaster's account; yet, on looking at your books, you tell us that the whole of the 850,000 *l.* has been applied. I do not mean to say that there is anything wrong, but is not it rather inconsistent?—It is not strictly correct to say that not a sixpence had gone out of the Paymaster's account; the transfers out of the Vote of Credit to the Army and Navy were strictly payments to those Services. I think to a person not acquainted with the mode of dealing with these things, it would make it much more simple, instead of saying "Balance of Credits at the Bank of England on certain Votes," to drop entirely the question of Votes, and carry the credits merely to a simple Exchequer Credit Account without reference to any Vote.

259. Would Parliament be aware of the state of any Vote by that system?—It would obtain an account of the Votes from the Departments charged with the application of them. I do not think the Bank of England is the place for Parliament to go to; and therefore if, instead of getting the balances at the Bank of England, on certain Votes, it were to get the balances in the books of the Paymaster General, the War Office, and the Admiralty, the true state of the Votes could be shown at any time.

260. Supposing we want to refer back to the state of any particular Vote at a certain time, can we rely upon that account?—I think you can rely upon its showing the facts which it is intended to show, provided you understand that the 850,000 *l.* placed to the credit of the Paymaster General is at his disposal to be apportioned to the services to which it belongs.

261. And that he has apportioned it, though it may appear there as being still in the credit?—Yes, apportioned in his books, but still as a credit on the Bank accounts.

262. Sir *Henry Willoughby.*] Does not the same sum go through a number of transactions on the same day?—There are a great many transactions on the same day.

263. In this case the 850,000 *l.* appear as an Exchequer Credit to the account of the Paymaster General, and on the same day he is disposing of it in his own office, in his own books, by orders from the Treasury, to the Treasury Chest, for certain purposes?—Exactly, by transfers; as if he had paid the 850,000 *l.* to his drawing account, and had issued a number of cross cheques backwards and forwards between the different Services.

264. Therefore the Bank of England Exchequer Account, and the Pay Office Account do not tally, and need not tally on any one day—You may subsequently alter the state of the account in the Pay Office on the same day?—The Bank of England and the Pay Office accounts agree perfectly in general results, but the Bank have nothing to do with Parliamentary appropriations; if you look upon that 850,000 *l.* as attached to the Vote for China in the Exchequer Account, that would not be the case, but it is merely stated that there is a credit which has been granted to the Paymaster General, which has not been drawn out in cash; but it does not say that he has not apportioned it.

265. In point of fact, when you did on the 4th, 5th, 7th, 9th, 10th, 11th, and 12th of April draw certain cheques amounting to 850,000 *l.*, as Assistant Paymaster General, for what purposes were those cheques drawn?—For the general services of the country.

266. Having nothing to do whatever with the special services of the Vote of Credit?—Not necessarily, because the Vote of Credit was intended to cover past expenditure.

267. In point of fact, was any one amount in that 850,000 *l.* drawn under the Vote of Credit?—A part may have been to meet Treasury bills, and most likely it was, but we do not "earmark" the money at the Bank.

268. They might be drawn for any purpose whatever that had come in course of payment?—Any

—Any services that came in course of payment.

269. Mr. *Peel.*] Is there any difference in that respect between that particular fund and other funds?—None whatever. That Vote is treated exactly like every other Vote.

270. Sir *Stafford Northcote.*] Can you tell the Committee, supposing that the old system had continued which prevailed before the year 1849 (I think that was the time of the alteration), when the transfers were made in the books of the Paymaster General, how would this money have been dealt with then? Supposing that the system which was introduced in 1849 had not been introduced, and supposing this money had been received and paid to the Exchequer Account, and been placed to the credit of the Paymaster General, what would have been done to apportion it to the different Services?—It would have gone to the credit of the Army Extraordinaries, which was then the name of the account, and I suppose the Paymaster General of that day would have given a cheque in favour of the Navy and another in favour of the Army.

271. And those cheques would have appeared in the account presented, would they not?—They would have appeared as payments to the Navy and Army.

272. That which now does not appear would under the old system have appeared?—Yes, it would have appeared in two accounts instead of one, the Bank and the Pay Office Accounts.

273. Namely, that it had been so apportioned?—Yes.

274. Therefore these returns which are framed upon the models adopted under the old system, and which then gave all the information which Parliament desired, now fail to give that full information, because of the new system which was adopted in the year 1849?—Yes; I think apparently there may be a little want of clearness on that account, but it should be remembered that when these returns were originally required by Parliament the various departmental appropriation accounts, which give fuller and more accurate information to Parliament, were not in existence.

275. And the forms of these accounts, in order to give perfect clearness, ought to be accommodated to the new system, ought they not?—I think, perhaps, they could be made more simple.

276. *Chairman.*] Was not it a little earlier that these forms were framed; I think it was before the consolidation of the different pay offices?—Yes, I think so.

277. Consequently those forms then effected a much better check than can be expected now, because the money was issued to the Paymaster, to the Treasurer of the Navy, and to the Treasurer of the Ordnance, in three separate accounts, which is not the case now?—It became more apparent, perhaps, in the Bank Accounts, but not in those of the Pay Offices; I do not think the check was better. It is considered a great security in the present system that transfers between the Services, which were formerly actual receipts and payments at the Bank, are now effected to the amount of many millions annually, without a single entry in the Bank books.

278. The check would be different; the account would show it much more clearly?—It would be more apparent, certainly, in the Bank accounts.

279. The accounts would tally more with one another?—Yes.

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APPENDIX.

Appendix, No. 1.

LETTER from the Right Hon. *W. E. Gladstone*, M. P., to the Right Hon. Sir *Francis T. Baring*, Bart., M. P.

App. No. 1.

11, Carlton House Terrace, 14 February 1863.

My dear Sir F. Baring,

I HAVE read with attention the Report of the Committee on Public Accounts, in which it refers to the Vote of Credit for China, Session 1860.

I think the effect of the Report will be to produce an impression in the public mind that there was something questionable or ambiguous, if not something irregular, in the manner in which that Vote of Credit was dealt with by the Finance Department of the Treasury.

Both individually, and as a Minister, I take a cordial interest in the success of the endeavour, with which your own name is particularly and honourably associated, to give completeness to our system of Parliamentary control over the public monies by means of the Committee of Public Accounts.

It is, therefore, alike important that in the management of a highly technical system of account, bound by the most rigid formalities, the financial officers of the Treasury should have the unequivocal support of the Committee when they are right, an d should encounter its animadversions when they are wrong, and bear the discredit atta ching to any censure from so high an authority.

I am desirous to state to the Committee my opinion that the work of proceeding with the Vote for 850,000 *l.* was entirely regular, and to make myself fully responsible for it; and I am quite satisfied that it will be my fault, and that of no one else, if I fail to make this clear to the Committee.

I confess, I think, though this need form no part of my evidence, that the proceedings supply a good example of the care, promptitude, and precision, with which a very difficult system is worked by our financial officers.

You will much oblige me by making this letter known to the Committee, and I trust the Committee will not think I am obtrusive in requesting that a day may be appointed at their convenience, on which I may appear before them for the purpose I have named.

I remain, &c.
(signed) *W. E. Gladstone.*

Right Hon. Sir F. T. Baring, Bart., M.P.
&c. &c. &c.

Appendix, No. 2.

App. No. 2.

LETTER from the Secretary to the Bank of England to Mr. *H. H. Creed.*

Bank of England,
Sir, 24 March 1863.

I AM directed to acknowledge the receipt of your letter of yesterday's date, in which, by desire of Sir Francis Baring, you request the Governor of the Bank of England to lay before the Committee on Public Accounts copies of all correspondence between the Exchequer, the Treasury, the Paymaster General, and the Bank, relative to the Vote of Credit granted for the sum of 850,000 *l.* in 1859 and 1860, and the application thereof.

In reply, I am to state that it appears that the only communication received by the Bank on the subject, is an authority in the ordinary printed form, signed by Lord Monteagle, Her Majesty's Comptroller General, granting a credit to the Right Hon. William Hutt, Her Majesty's Paymaster General, of 850,000 *l.* for naval and military operations in China, beyond the ordinary grants for Navy and Army Services for the year 1859-60.

With regard to its application, the amount was drawn off by the Paymaster General by cheques in the usual mode.

I enclose herein a copy of the printed form referred to.

I am, &c.
(signed) *James Stewart,*
Secretary.

H. H. Creed, Esq.,
House of Commons.

To the Governor and Company of the Bank of England.

I HEREBY authorise you to grant a credit to the Right Honourable William Hutt, Her Majesty's Paymaster General, or to the account of the Paymaster General for the time being, to the amount of eight hundred and fifty thousand pounds (850,000 *l.*) by way of imprest, and upon account for naval and military operations in China, beyond the ordinary grants for Navy and Army Services for the year 1859-60, which you are to charge to the account of Her Majesty's Exchequer at the Bank of England.

China, Naval and Military Operations.

(signed) *Monteagle,*
Comptroller General.

Exchequer, 31st day of March 1860.

	£.
Royal Order, 31st day of March 1860 -	850,000
Previous Credits - - - -	850,000
Balance of Credit - - - £.	—

Examined and entered,
(signed) *F. F. Ottey,* Chief Clerk.

Appendix, No. 3.

App. No. 3.

LETTER from Mr. *Miller,* Deputy Cashier, Bank of England, to Mr. *H. H. Creed.*

Sir, Bank of England, 28 March 1863.

I AM directed to acknowledge the receipt of your letter of the 27th instant, explaining that the object of your former letter was to obtain for the Committee on Public Accounts, copies of all documents or orders whatever in the possession of the Governor and Company of the Bank of England, relating to the Vote of Credit for 850,000 *l.* in 1859-60.

I have to state in reply, that the Bank is in possession of no documents or orders relating to that Vote, with the exception of the Exchequer warrant, of which a copy was forwarded to you by the Secretary on the 24th instant. In virtue of that warrant a credit was raised in favour of the Paymaster General for 850,000 *l.*, against which he issued cheques, viz. :—

	£.
4 April 1860 - - - - - -	95,000
5 „ „ - - - - - -	215,000
7 „ „ - - - - - -	154,000
9 „ „ - - - - - -	81,000
10 „ „ - - - - - -	90,000
11 „ „ - - - - - -	158,000
12 „ „ - - - - -	57,000
	£. 850,000

By these cheques the amount of the Vote was transferred to the Paymaster General's drawing account, and merged in the general fund on which he operates. Beyond this point the Bank has no means of tracing the application of the Vote.

I am, &c.
(signed) *W. Miller,*
Deputy Cashier.

H. Herries Creed, Esq.,
House of Commons.

Appendix, No. 4.

PAPERS delivered in by *Morgan Hugh Foster*, 20 April 1863. App. No. 4.

No. 5977.
No. 18.

TREASURY CHEST ACCOUNT.

Sir, Treasury Chambers, 27 April 1861.

£. 105,765 5 5

I AM commanded by the Lords Commissioners of Her Majesty's Treasury to authorise you to pay to the Account in your books for Army Services the sum of One hundred and five thousand seven hundred and sixty-five pounds five shillings and five pence, in repayment of expenses incurred by the War Department in 1859-60, in consequence of the China War, and to charge the same to the "Treasury Chest Account" (Vote of Credit, China War).

I am, &c.
(signed) *G. A. Hamilton.*

To H. M. Paymaster General.

Paymaster General's Office, 31 March 1860.

I HEREBY certify that Exchequer Credits will be required at the Bank of England on this 31st instant for the sum of £. 850,000 out of the grants of Parliament for the services undermentioned, viz.—

	£.
For Naval and Military Operations in China - - -	850,000
TOTAL - - - £.	850,000

(signed) *M. H. Foster.*

The Secretary of H. M. Treasury.

GRANTS FOR NAVAL AND MILITARY OPERATIONS IN CHINA.

IN pursuance of a Treasury Order, dated 31st instant, the sum of £. 850,000 will be issued out of the above grants, for the year 1859-60, and placed to the credit of Her Majesty's Paymaster General at the Bank of England on Saturday, the 31st instant, at two o'clock.

Exchequer Office, 31 March 1863. (signed) *F. F. Ottey.*

App. No. 4.

NAVAL AND MILITARY OPERATIONS IN CHINA DRAWING ACCOUNT.

EXCHEQUER CREDIT ACCOUNT.

No. _____ *Paymaster General's Office, 4th day of April* 1860.

TO THE CASHIERS OF THE BANK OF ENGLAND.

WRITE OFF from the above EXCHEQUER CREDIT ACCOUNT, and CREDIT the DRAWING ACCOUNT of *Her Majesty's Paymaster General* with the Sum of Ninety-five thousand Pounds.

£. 95,000. (signed) *M. H. Foster.*

CREDIT the Paymaster General's DRAWING ACCOUNT.

4 April 1860.

WRITE OFF upon the PUBLIC DRAWING OFFICE, £. 95,000.

VOTE of CREDIT for CHINA, 1859–60.

THE amount of the Vote, 850,000*l.*, was placed by the Exchequer to the credit of the Paymaster General at the Bank of England, on the 31st March 1860. But the amount remained as part of the Exchequer Balance at the Bank, appropriated for the special use of the Paymaster General till required by him for the general purposes of his payments by cheque or bill. When it was required, the money was transferred by the Paymaster General from the appropriated Exchequer Balance by writes-off to the Drawing or Bill Account of the Paymaster General at the Bank, as follows, viz. :—

On	4 April 1860,	To the Drawing Account - -	£. 95,000
„	5 ditto - -	ditto - - - -	78,000
		To the Bill Account - - -	137,000
„	7 ditto - -	ditto - - - -	154,000
„	9 ditto - -	ditto - - - -	81,000
„	10 ditto - -	ditto - - - -	90,000
„	11 ditto - -	ditto - - - -	8,000
		To the Drawing Account - -	150,000
„	12 ditto - -	ditto - - - -	57,000
			£. 850,000

TRANSFERS between the SERVICES, to be made in the Books of Her Majesty's Paymaster General, on the 31st March 1860.

To be Credited to Cash, and Debited to the Services.			To be Debited to Cash, and Credited to the Services.				
Transfers.	——		Army.	Navy.	Treasury Chest.	Civil Services.	Deposit Accounts.
	£. s. d.		£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.
From Army - - - *22*	502,629 3 1	To	139 2 11	738 - 3	501,450 - -	109 16 11	192 3 -
„ Navy - - - *28*	98,775 19 11	„	28,649 9 8	15 13 3	70,000 - -	110 17 -	—
„ Treasury Chest - *11*	1,179,633 19 2	„	928,675 17 2	250,232 17 7	- - -	558 6 7	166 17 10
„ Civil Services - *56*	383,227 7 6	„	24,679 17 8	30,924 6 3	302,505 2 -	10,567 17 7	14,550 4 -
„ Deposit Accounts - *8*	36,714 - 5	„	10,114 - 9	- - -	- - -	1,399 15 6	25,200 4 2
TOTALS - - £.	2,200,980 10 1	£.	992,258 8 2 *27*	281,910 17 4 *19*	873,955 2 - *3*	12,746 13 7 *13*	40,109 9 - *12*

£. 2,200,980. 10. 1.

N.B.—The figures in *italic* show the number of transfers in each service.

Doc. No. 5426.
Order No. 225.

App. No. 4.

TREASURY CHEST ACCOUNT.

Sir, Treasury Chambers, 31 March 1860.

I AM commanded by the Lords Commissioners of Her Majesty's Treasury to authorise you to pay to the Account in your books for Army Services, the £. 500,000 sum of Five hundred thousand pounds for China War Expenses, and to charge the same to the "Treasury Chest Account" (Vote of Credit, China War).

I am, &c.
(signed) *G. A. Hamilton.*

To H. M. Paymaster General.

Doc. No. 5426.
Order No. 226.

TREASURY CHEST ACCOUNT.

Sir, Treasury Chambers, 31 March 1860.

I AM commanded by the Lords Commissioners of Her Majesty's Treasury to authorise you to pay to the Account in your books for Navy Services the £. 250,000 sum of Two hundred and fifty thousand pounds for China War Expenses, and to charge the same to the "Treasury Chest Account" (Vote of Credit, China War).

I am, &c.
(signed) *G. A. Hamilton.*

To H. M. Paymaster General.

Appendix, No. 5.

App. No. 5.

MEMORANDUM on the OBSERVATIONS of the COMMITTEE of PUBLIC ACCOUNTS, respecting an AUDIT of ACCOUNT of the COMPTROLLER GENERAL of the EXCHEQUER.

THE Committee of Public Accounts stated in their Fifth Report of the year 1861, that "the account of the receipts into the Exchequer, and the payment from it, is never audited by any Department whatever." And in their First Report of the year 1862, they again observed that "no step whatever has been taken with respect to the Accounts of the Comptroller of the Exchequer, which are specifically mentioned in the Report."

The "Account of the Receipts into the Exchequer" is the counterpart of the accounts of payments into the Exchequer which appear as credits in the accounts of the several Revenue departments; these accounts are regularly audited by the Commissioners of Audit; it is not, therefore, strictly correct to say that the account of such receipts "is never audited by any Department whatever."

The accounts of payments, or rather transfers from the Exchequer, are the same as the accounts of receipts of the Paymaster General and the other accountants who draw money from the Exchequer; these receipts are regularly audited by the Commissioners of Audit in the accounts in which they appear, and the correctness of such receipts is ascertained by reference to returns which are furnished by the Exchequer to the Audit Office; it cannot, therefore, correctly be said that the account of such payments "is never audited by any Department whatever."

The reasons why the duplicate account of such receipts and payments at the Exchequer is not also audited, and why the Comptroller General of the Exchequer, who has no power of drawing a single cheque for money, is not made a public accountant amenable to the Commissioners of Audit, are fully stated in the Treasury Minute, dated the 4th August 1858, laid before the House of Commons in August 1860. (*See* Parliamentary Paper, No. 564. Sess. 1860.)

Treasury, 16 May 1863.

F. PEEL.

SECOND

REPORT

FROM THE

COMMITTEE

OF

PUBLIC ACCOUNTS;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE,

MINUTES OF EVIDENCE,

AND APPENDIX.

Ordered, by The House of Commons, *to be Printed,*
2 *June* 1863.

309.

Under 8 *oz.*

FIRST REPORT

FROM THE

GENERAL COMMITTEE

ON

RAILWAY AND CANAL BILLS.

The General Committee on Railway and Canal Bills have formed the following Bills into Groups, and have agreed to report the same to The House:—

Group 1.

Read 2°.	
16 Feb.	London, Brighton, and South Coast Railway (Extension and Alterations, &c.)
16 Feb.	Guildford and Leatherhead Railway.
16 Feb.	London, Brighton, and South Coast Railway (Dorking to Leatherhead).
16 Feb.	London, Brighton, and South Coast Railway (South London, Tooting, and Sutton Junction Railways).
16 Feb.	London, Chatham, and Dover Railway (No. 2).
16 Feb.	Wimbledon and Streatham Railway.
18 Feb.	Charing Cross Railway.
19 Feb.	London and Epsom Downs Railway.
	Albert Station and Mid-London Railway.
	Ludgate Station and Junction Railways.
	Regent Circus Railway.

Group 2.

16 Feb.	Hadlow Railway.
16 Feb.	London, Brighton, and South Coast Railway (New Lines to the Crystal Palace, &c.).
16 Feb.	Mid-Kent Railway (Extension and Branch.)
17 Feb.	Herne Bay and Canterbury Junction Railway.
	Beckenham, Lewes, and Brighton Railway.
	Gravesend and Farningham Road Junction Railway.
	Hartfield and Uckfield Railway.
	Hastings Pier, Harbour, and Railway.
	Hayling Railways (Abandonment).
	Tunbridge Wells and Eastbourne Railway.

Group 3.

Read 2°.

16 Feb. London and South Western, and Andover and Redbridge Railways.
16 Feb. London and South Western Railway.
17 Feb. Andover and Redbridge Railway.
16 Feb. Isle of Purbeck Railway.
16 Feb. Landport and Southsea Tramway.
16 Feb. Seaton and Beer Railway.
17 Feb. Farnborough and Aldershott Railway.
Southampton and Netley Railway.
West Drayton, Staines, and Chertsey Railway.
West Drayton, Staines, and Woking Junction Railways.

Group 4.

16 Feb. Bristol and North Somerset Railway.
18 Feb. Somerset Coal Railway.
16 Feb. Berks and Hants Extension Railway.
16 Feb. Bristol and Exeter Railway.
16 Feb. Bristol and Portishead Pier and Railway.
16 Feb. Stonehouse and Neilsworth Railway.
18 Feb. Teign Valley Railway.
19 Feb. Bristol Railways Junction Railways.
Midland Railway (Mangotsfield to Bath).

Group 5.

16 Feb. Great Northern Railway (Owston to Cottam).
16 Feb. Kettering and Thrapstone Railway.
16 Feb. Norwich and Spalding Railway (Powers to Great Northern Railway Company).
16 Feb. Norwich and Spalding Railway (Wisbeach Extension).
16 Feb. Peterborough, Wisbeach, and Sutton Railway.
18 Feb. Holbeach North Junction Railway.
19 Feb. Boston and Friestone Shore Railway and Pier.
Great Eastern Railway (March and Spalding Line).
Great Northern Railway (Spalding to March).
Lynn and Sutton Bridge Railway.

Group 6.

16 Feb. Cleveland Railway.
16 Feb. Cockermouth, Keswick, and Penrith Railway.
16 Feb. Cockermouth and Workington Railway.
16 Feb. Furness and Midland Railway.
16 Feb. Kendal and Ulverstone Junction Railway.
16 Feb. North Eastern and Stockton and Darlington Railway Companies Amalgamation.
16 Feb. North Eastern Railway (Newcastle and Starbeck Branches).
16 Feb. West Hartlepool Harbour and Railway.
16 Feb. Whitehaven, Cleator, and Egremont Railway.
16 Feb. Workington Dock.
17 Feb. Furness Railway Company and Barrow Harbour Commissioners.

Read 2°.

Group 7.

16 Feb. Great Eastern Railway (Additional Powers).
16 Feb. Great Eastern Railway (Chatteris and Ramsey Branch).
16 Feb. Great Northern Railway (Cheshire Lines).
16 Feb. London and North Western and Lancashire and Yorkshire Railway Companies.
16 Feb. London and North Western Railway (New Branch Lines).
16 Feb. London, Tilbury, and Southend Railway.
16 Feb. Ramsey and St. Ives Railway.
16 Feb. Saffron Walden Railway.
16 Feb. Tendring Hundred Railway.
16 Feb. Ware, Hadham, and Buntingford Railway.
17 Feb. Mistley, Thorpe, and Walton Railway.
18 Feb. Lancaster Canal and London and North Western Railway.
London and North Western Railway (Additional Powers).

Group 8.

16 Feb. Great Western Railway (Branch at Great Bridge).
16 Feb. North and South Staffordshire Junction Railway.
16 Feb. North Staffordshire Railway (Additional Powers).
16 Feb. South Staffordshire Railway.
16 Feb. Stourbridge Railway.
Birmingham and Sutton Coldfield Extension Railway.
Drayton Junction Railway.
North Staffordshire Railway (Madeley and Drayton Branches).
Oswestry, Ellesmere and Whitchurch Railway (Extensions and Deviations).
Potteries Junction Railway.
Wrexham, Mold, and Connah's Quay Railway.

Group 9.

16 Feb. Kington and Eardisley Railway.
16 Feb. Leominster and Kington Railway.
16 Feb. Newtown and Machynlleth Railway (Capital, &c.)
16 Feb. Oswestry and Newtown Railway (Branches, &c.)
16 Feb. Shrewsbury and Welchpool Railway.
16 Feb. West Midland Railway.
16 Feb. Wolverhampton and Bridgenorth Railway.
18 Feb. Oswestry and Newtown and other Railway Companies.
18 Feb. Oswestry and Newtown and other Railway Companies Amalgamation and Arrangements.
18 Feb. Worcester, Dean Forest, and Monmouth Railways.
Newtown and Machynlleth Railway (Agreement with Great Western Railway Company, &c.)
Welsh and Midland Counties Junction Railways.
West Shropshire Mineral Railway.

Group 10.

16 Feb. Midland Railway (Extension to London).
16 Feb. Barnet and Great Northern Junction Railway.
16 Feb. Evesham and Redditch Railway.
16 Feb. Hemel Hempstead and London and North Western Railway.
16 Feb. Manchester, Buxton, Matlock, and Midlands Junction Railway.
16 Feb. Newport Pagnell Railway.
16 Feb. Northampton and Banbury Junction Railway.
16 Feb. Rickmansworth, Amersham, and Chesham Railway (Extensions, &c.)
18 Feb. Great Northern Railway (Nottingham Extension).
Southam Railway.
Wallingford Railway.

Read 2°.

Group 11.

16 Feb. Barnsley Coal Railway.
16 Feb. Bradford, Wakefield, and Leeds Railway.
16 Feb. North Eastern Railway (Hull and Doncaster Branch).
16 Feb. South Yorkshire Railway (Alteration; Purchase of Barnsley Coal Railway).
16 Feb. South Yorkshire Railway (Hull Extension).
16 Feb. South Yorkshire Railway and River Dun Company (Transfer, &c.)
16 Feb. West Riding and Grimsby Railway.
19 Feb. Lancashire and Yorkshire Railway (Doncaster, Goole, and Hull Lines).
Midland Railway (New Lines and Additional Powers).

Group 12.

16 Feb. Aberystwith and Welch Coast Railway.
16 Feb. Bala and Dolgelly Railway.
16 Feb. Milford Haven Dock and Railway.
16 Feb. New Milford Docks.
16 Feb. Vale of Llangollen Railway.
17 Feb. Great Western and West Midland Railways Amalgamation.
17 Feb. Great Western, West Midland, and South Wales Railway Companies Amalgamation.
17 Feb. Milford Railway.
Whitland and Milford Haven Railway.

Group 13.

16 Feb. Hereford, Hay, and Brecon Railway.
16 Feb. Mid-Wales Railway (Branch, Running Powers, &c.)
16 Feb. Mid-Wales Railway (Capital).
16 Feb. Central Wales Extension Railway.
16 Feb. Ely Valley Extension Railways.
16 Feb. Knighton and Central Wales Railway Companies.
16 Feb. Llanelly Railway and Dock.
17 Feb. Ogmore Valley Railways.
19 Feb. Penarth Harbour, Dock, and Railway.
Brecon Junction Railway.
Brecon and Merthyr Tydfil Junction Railway.
Manchester and Milford Railway.
Vale of Neath Railway.

Group 14.

16 Feb. Dundee and Perth and Aberdeen Railway Junction.
16 Feb. Edinburgh and Dunfermline and Perth (North British) Railway.
16 Feb. Edinburgh and Glasgow Railway.
16 Feb. Formartine and Buchan Railway.
16 Feb. Inverness and Aberdeen Junction Railway.
16 Feb. Montrose and Bervie Railway.
16 Feb. Scottish Central Railway, and Dundee and Perth and Aberdeen Railway Junction Companies.
16 Feb. Scottish North Eastern and Dundee and Arbroath Railway Companies Amalgamation.
17 Feb. Alyth Railway.
17 Feb. Great North of Scotland Railway (Aberdeen Junction).
18 Feb. Scottish Central Railway.
Devon Valley Railway.
Inverness and Perth Junction and Perth and Dunkeld Railway Companies.
Inverness and Perth Junction Railway.
Scottish Northern Junction Railway.

Group 15.

Read 2°.

16 Feb. Busby Railway.
16 Feb. Caledonian Railway (Bredisholm Deviation).
16 Feb. Caledonian Railway (Carstairs and Dolphinton Branch).
16 Feb. Caledonian Railway (Granton Branches).
16 Feb. Caledonian Railway (Improvements and other Works).
16 Feb. Glasgow and South Western, and Ayr and Maybole Junction Railways.
16 Feb. Glasgow and South Western Railway (Additional Powers).
16 Feb. Glasgow and South Western Railway (Capital).
16 Feb. North British Railway (Wansbeck Railway and Finance).

Group 16.

16 Feb. Belfast, Holywood, and Bangor Railway.
16 Feb. Cork and Youghal Railway.
16 Feb. Dublin, Wicklow, and Wexford Railway.
16 Feb. Letterkenny Railway.
16 Feb. Portadown, Dungannon, and Omagh Junction Railway.
16 Feb. Waterford and Passage Railway and Ferry.
Athenry and Ennis Junction Railway (Abandonment).
Athenry and Ennis Junction Railway (Extension of Time).

FIRST REPORT

FROM THE

GENERAL COMMITTEE

ON

RAILWAY AND CANAL BILLS.

Ordered, by The House of Commons, *to be Printed,*
19 *February* 1863.

50.

SECOND REPORT

FROM THE

GENERAL COMMITTEE

ON

RAILWAY AND CANAL BILLS.

The General Committee on Railway and Canal Bills have made the following alterations in the Groups already formed, and have agreed to Report the same to The House :—

Group 12 has been added to Group 13.

SECOND REPORT

FROM THE

GENERAL COMMITTEE

ON

RAILWAY AND CANAL BILLS.

Ordered, by The House of Commons, *to be Printed,*
26 *February* 1863.

50—I.

FOURTH REPORT

FROM THE

GENERAL COMMITTEE

ON

RAILWAY AND CANAL BILLS.

The General Committee on Railway and Canal Bills have made the following alterations in the Groups already formed, and have agreed to Report the same to The House:—

Group 15 has been added to Group 14.

The South Mayo Railway Bill has been added to Group 16.

FOURTH REPORT

FROM THE

GENERAL COMMITTEE

ON

RAILWAY AND CANAL BILLS.

Ordered, by The House of Commons, *to be Printed,*
24 *March* 1863.

50—III.+

FIFTH REPORT

FROM THE

GENERAL COMMITTEE

ON

RAILWAY AND CANAL BILLS.

The General Committee on Railway and Canal Bills have made the following alterations in the Groups already formed, and have agreed to Report the same to The House :—

The Scottish Central Railway Bill,

The Glasgow and South Western, and Ayr and Maybole Junction Railways Bill,

The Glasgow and South Western Railway (Additional Powers) Bill,

and,

The North British Railway (Wansbeck Railway, &c.) Bill,

are taken out of Group 14 and added to Group 16.

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50 IV

FIFTH REPORT

FROM THE

GENERAL COMMITTEE

ON

RAILWAY AND CANAL BILLS.

Ordered, by The House of Commons, *to be Printed,*
15 *May* 1863.

268.

SIXTH REPORT

FROM THE

GENERAL COMMITTEE

ON

RAILWAY AND CANAL BILLS.

The General Committee on Railway and Canal Bills have formed the following Bills into a Group, and have agreed to Report the same to The House:—

Group 17.

Read 2°.	
20 April.	Hoylake Railway [*Lords*].
11 May.	Blackburn, Chorley, and Wigan Railway [*Lords*].
18 May.	Rumney and Brecon and Merthyr Tydfil Junction Railways [*Lords*].
28 May.	Colne Valley and Halstead Railway [*Lords*].
29 May.	Metropolitan Railway [*Lords*].
29 May.	Uxbridge and Rickmansworth Railway [*Lords*].
3 June.	Dare Valley Railway [*Lords*].
10 June.	Isle of Wight Railways (Extensions) [*Lords*].
10 June.	Tottenham and Hampstead Junction Railway [*Lords*].

SIXTH REPORT

FROM THE

GENERAL COMMITTEE

ON

RAILWAY AND CANAL BILLS.

Ordered, by The House of Commons, *to be Printed,*
15 *June* 1863.

50—V.

SEVENTH REPORT

FROM THE

GENERAL COMMITTEE

ON

RAILWAY AND CANAL BILLS.

The General Committee on Railway and Canal Bills have formed the following Bills into Groups, and have agreed to Report the same to The House:—

Group 18.

Read 2°.	
16 June.	North British Railway (Steamboats) [*Lords*].
17 June.	Morayshire Railway [*Lords*].
18 June.	Great Eastern Railway (Steamboats) [*Lords*].
29 June.	Victoria Station and Pimlico Railway [*Lords*].
	London, Chatham, and Dover Railway (No. 1) [*Lords*].

Group 19.

20 April.	Hoylake Railway [*Lords*].
29 May.	Uxbridge and Rickmansworth Railway [*Lords*].
10 June.	Isle of Wight Railways (Extensions) [*Lords*].
16 June.	Newry and Greenore Railway, Pier, and Wet Dock [*Lords*].
24 June.	Hammersmith and City Railway [*Lords*].

The three first Bills being taken out of Group 17.

SEVENTH REPORT

FROM THE

GENERAL COMMITTEE

ON

RAILWAY AND CANAL BILLS.

Ordered, by The House of Commons, *to be Printed,*
29 *June* 1863.

50—VI.

FIRST

REPORT

FROM THE

COMMITTEE

OF

PUBLIC ACCOUNTS;

WITH

AN APPENDIX.

Ordered, by The House of Commons, *to be Printed,*
19 *May* 1863.

286.

Under 2 *oz.*